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The Solicitors' Journal.

LONDON, AUGUST 18, 1866.

MR. ISAAC D'ISRAELI, in his "Curiosities of Literature," tells us that there are some men who have just thoughts upon every subject, that they conceive well but produce badly; and that there are others who conceive ill but frequently express with elegance what they know not. That there are many of the latter class in these degenerate days no man who reads the daily journals, when treating of legal matters, can for a moment doubt. This is even conspicuous in that organ supposed to be published for the special delectation and enlightenment of the upper ten thousand—the *Pall Mall Gazette*. What can better illustrate this than the information vouchsafed to the readers of the evening oracle on Saturday last? After stating with tolerable accuracy the facts of the case of *Overend, Gurney, & Co. (Limited), Ex parte Grissell*, a writer on the subject adds—"The practical result to those who are shareholders as well as depositors is, that they are liable to pay future calls to the amount (including the £10 now due) of £35 a share, and yet receive nothing for their deposits." The "practical result" of the decision is the very reverse of that which is here stated, because depositors are held entitled to receive dividends on their deposits *pari passu* with all other creditors.

The *Daily Telegraph*, with a solicitude which is not praiseworthy, had endeavoured, on the morning of the same day, to save its readers all the trouble attendant upon that effort of the mind known as thinking, by telling them that the consequences of the decision would, it was feared, be very serious to many investors in private life possessing limited means, adding these words:—"The practical result to those who are shareholders as well as depositors is that they are liable to pay future calls to the amount, including the £10 now payable, of £35 a-share, and yet receive nothing for their deposits." This conclusion is, as we have stated, diametrically opposed to the fact; and if any blind followers of this blind guide have been in a state of needless anxiety and alarm during the past week, we rejoice to be able to assure them that they may cease from troubling, and call their attention to the following passage which appeared in this Journal on Saturday last, and which another of the daily papers incorporated, *verbatim*, into some of its own comments upon the case, without acknowledging its source:—

"It is now settled that a shareholder in a limited company, which is being wound up, who is also a creditor of the company, is entitled to be paid his debt *pari passu* with the general creditors, but that, before receiving any dividend upon his debt, he must pay the amount of any call which may have been actually made on his shares. When the call is paid he will become entitled to receive a dividend upon the whole of his debt, equally with the general creditors, without any deduction in respect of his possible liability on future calls."

It would no doubt, at first sight, appear somewhat singular that two journals should commit so glaring a blunder as that to which we have referred. But the uniformity of the language used in the *Telegraph* and the *Pall Mall Gazette* may probably be at once explained by the circumstance that the one is a morning paper, and the other an evening "Appropriation Clause."

THE CASE OF *Overend, Gurney, & Co. (Limited), Ex parte Grissell*, 10 S. J. 983, upon which we briefly commented last week, is of sufficient importance as matter of law and practice, and as affecting the rights and liabilities of shareholders in joint-stock companies, established and conducted upon the principle of limited liability, to warrant a return to it.

It may be as well to repeat the broad facts. Overend, Gurney, & Co. (Limited), is in course of being wound up. At the date of the stoppage Mr. Grissell was the holder of eighty shares of the nominal value of £50 each, upon which only £15 per share had been paid. He was also a depositor with the company to the extent of £16,000. The liquidators proceeded to make a call of £10 per share; Mr. Grissell disputed his liability to pay such call, and claimed to set the amount of it, namely £800, against his balance with the company, he standing as a creditor for £15,200; or, that being refused, to set off the whole amount of his possible liability, that is to say, £35 per share unpaid, £2,800, and receive dividends *pari passu* with the other creditors upon the sum of £13,200.

Vice-Chancellor Kindersley, before whom the matter came in the first instance, heard it in chambers, and, consequently, there is no report extant of his Honour's judgment save the notes taken by the solicitors for the parties. In a case of so great moment this is, doubtless, to be regretted. His Honour, however, seems to have proceeded upon the basis that a joint-stock company was after all in the nature of an ordinary partnership, only differing therefrom, and only exempted from the ordinary consequences flowing from a partnership to the extent provided by special enactment. So far, no doubt, his Honour was right in law, and he went on, as it would appear, to illustrate this portion of his judgment by reference to the fact that in a common partnership, one of the partners cannot sell his interest in it without the consent of his co-partner or co-partners, and each is liable, without limit, to creditors; in both of which respects his Honour said that the statutes provide otherwise with respect to limited liability companies.

So far as regards the liability of partners to their creditors his Honour was no doubt correct generally; but it should not be forgotten that there are companies established upon the principle of limited liability whose articles of association provide that the directors shall have an absolute power to refuse to register transfers, and, therefore, the consent of some of the partners, at all events, is needed before any of them can dispose of their interest in it. In the Imperial Mercantile Credit Company (Limited), now in liquidation, the official liquidators, as standing in the place of the directors, claim this right as regards all transfers sent in subsequent to the date of the closing of the doors, though the sales of the shares were affected previously, and this question is expected to be argued before his Honour, Vice-Chancellor Wood, early in Michaelmas Term. Of course this does not affect the decision in *Re Overend, Gurney, & Co. (Limited), Ex parte Grissell;* but it is as well, probably, to notice that there are some limited liability companies which, so far as respects the necessity of obtaining the consent of co-partners to part with an interest in the undertaking more nearly resemble ordinary partnerships than do others.

His Honour, Vice-Chancellor Kindersley, in the case under review, acted upon the principle that the law of partnership which precludes any of the partners from claiming anything owing to him from the partnership until all the outside creditors have been paid in full, applied to limited liability companies; and that, consequently, Mr. Grissell was bound to pay whatever calls might be made upon him; that he was not entitled to set off in any shape; and could not receive a farthing of dividend upon his debt of £16,000 until every outside

creditor of the company had been paid in full. His Honour's mind seems to have beenl ed to this conclusion, because in the 101st section of the Act it is said, the Court may, if a company be not limited, allow debts of an independent character to be set off against call; and upon the principle, *expressio unius exclusio est alterius*, in a limited company, a set off could not be allowed; and this view, his Honour was of opinion, was confirmed by the omission from the Companies' Act, 1862, of any provision corresponding with section 17, in 21 & 22 Vict. c. 60.

Upon the point of set off, according to the decision of the Full Court of Appeal, the Vice-Chancellor's opinion was well founded; but let us consider one or two of the consequences which must have resulted if the law of partnership had been applied to the full extent of his Honour's judgment. No man, in the future, would be a depositor in a bank in which he was a shareholder, but any spare cash which he possessed he would place at interest elsewhere, in order that, in the event of a collapse, he might rank as a creditor and not a partner. Again, all those who filled both characters would as speedily as possible divest themselves of one; they would withdraw their deposits from the banks of which they were members, and place them elsewhere; and it is easy to perceive that the most serious, not to say alarming, consequences might result.

Take another illustration. Suppose a limited company were ordered to be wound up, and that the amount of uncalled-up capital was only sufficient to pay, say, seventy-five per cent. of the debts; the members who were creditors would be liable to calls to pay the outside creditors fifteen shillings in the pound; they would never be paid in full, and the shareholders and creditors never receive a farthing. Or, once more, suppose a limited company in course of liquidation had exactly a sufficient amount remaining uncalled upon its shares to pay its outside debts; the contributory, who was at the same time a creditor, would be liable to calls to pay all the outside creditors in full, and his debt must remain wholly unsatisfied; though, instead of being a depositor, he might be a shareholder who had done work for or supplied goods to the company.

As we stated last week, so fraught with danger was the decision considered to be in the banking and mercantile world, that a special application was made to the Lord Chancellor to hear the appeal at a period of the year when none but the most urgent and pressing necessities could have warranted such an application. Happily, the authoritative decision of the Full Court of Appeal, negativing, as it does, that wide application of the law of partnership upon which the Vice-Chancellor's decision was founded, will avert what would have been nothing less than a financial calamity. But although the judgment of the appellate Court is no doubt sound in law, and will be a satisfactory guide to solicitors and official liquidators in the numerous windings-up, compulsory, voluntary, and under the supervision of the court, which are now being conducted, there is one result of it, practical rather than legal, which cannot escape attention. To Mr. Grissell it may matter little; but if, instead of depositing his £16,000 with Overend, Gurney, & Co. (Limited), he had placed it in the custody of the London and Westminster, the London and County, the Union, or the London Joint-Stock Bank, he would not now be called upon to find fresh capital *ultra* the £16,000, but would be enabled to draw upon it in satisfaction of the calls made upon him. It will, consequently, be for shareholders, in this point of view, to consider whether they will fill the double character of depositors and members—or, indeed, creditors and shareholders—in undertakings of a kind like Overend, Gurney, & Co. (Limited).

THE CONSTITUTIONAL right of the subject to address or petition the Crown for the redress of grievances, and even for the calling together or dissolving of Parliament is clear. Although exercised first in the year 1640, when the agitation of the time might be considered as an excuse for a departure from settled custom, it has been subsequently used on many occasions as a mode of giving effect to public opinion. The Whigs resorted to it in 1701 as an instrument to facilitate the dissolution of Parliament, which they desired, and the consequent dismissal of the Tory ministers. On that occasion the city of London and others presented addresses to the King complaining of the recognition by the King of the French of the claims of the Pretender, and assuring the King that, if he should call a new Parliament together, they would choose such members as should concur in enabling him to maintain such alliances as would be favourable to the checking of the presumption of France. Ten years later the same weapon —viz., addresses presented to the Sovereign—was adopted by the Tories with a view to obtaining a dissolution and the discharge of the Whig Government. The right had been fully recognised in the Tumultuous Petitioning Act (13 Car. 2, st. 1, c. 5), which, however, provided that not less than ten persons should petition the King or Parliament, and that not more than twenty persons should so petition, unless with the sanction of three justices of the peace, or of the majority of the grand jury at the assizes or quarter sessions, or, in London, of the Lord Mayor, aldermen, and Common Council; and the Bill of Rights expressly provided that "it is the right of the subject to petition the King, and all commitments and prosecution for such petitioning are illegal."

The statute of Charles has fallen into disuse. In 1702 (24th February), on the motion of Lord Hartington as to "the rights and liberties of the Commons," it was resolved by the House of Commons "that it is the undoubted right of the people to petition or address the King for the calling, sitting, and dissolving of Parliaments, and for the redressing of grievances." This right of petitioning the Crown was exercised even while Parliament was sitting. Lord Chatham approved it, as also did Burke, and the former, more than once, resorted to this means of bringing public support to bear upon the King in order to influence him to dissolve Parliament. In 1769 the indignation of the opposition and the public at the course of conduct pursued by the King's ministers, as to the influence exerted by them in the return of Colonel Luttrell for Middlesex, took this form. The principal petition to the King (which was at first supposed to have been drawn by Burke, although Lord Temple afterwards proved to be its author) prayed in so many words that his Majesty would be pleased to withdraw his favour and confidence from those who had been the first promoters of "this unjust, unprecedented, and desperate measure, and that from your paternal affection towards your subjects, you will take such legal and constitutional methods, by dissolution of the present Parliament or otherwise, as may effectually remove all just cause of uneasiness, secure to us the continuance of our happy constitution, and establish your throne in the hearts and prayers of an united people." The course adopted on this occasion received the sanction of Lord Camden, as appears from the following letter written by Lord Chatham to Lord Temple:—"As to petitioning, his Lordship (Lord Camden) was also very explicit as to the *right*, as well as to the illegality of all prosecutions for the exercise of it. Between us be it said, his Lordship previously consulted me (upon a letter to him from the Duke of Grafton, on the subject of prosecution), and well for Lord Camden it was, for his answer would otherwise have been loosened by exceptions as to the matters contained in the petitions. As he made it at last, his answer was full and manly that the right is *absolute* and unquestionable in its exercise."

The right to petition or address the Sovereign is, however, quite distinct from the right to demand a personal interview. It is an undoubted constitutional rule that it is in the option of the Crown either to receive a

petition directly, or else to require it to be presented through the medium of a secretary of state. It has been usual for the Sovereign to permit addresses from the Universities of Oxford and Cambridge, or the Corporation of London, to be presented personally without the intervention of a secretary of state; but this has been a *privilege* accorded to these bodies, and has in no sense grown into a right. A few years ago the University of London were desirous of being admitted to a similar privilege of personal access to the Queen, but, although the claim was never formally made or refused, it was understood that it would not be agreeable that the privilege should be extended.

In 1810 a violent address to the King was voted by the livery of the city of London upon the failure of the Walcheren Expedition, and the Lord Mayor and sheriffs engaged that they would deliver it, if possible, into the King's own hand. The city remembrancer accordingly intimated, at the Secretary of State's office, that it was intended to present the address at the next levee. In reply he was informed that it was the King's pleasure that the address should be left at the office of the Secretary of State, to be presented by him to his Majesty. The livery, being indignant with this reply, met and passed a series of resolutions, declaring that it was their undoubted right to present their petition to the King sitting upon the throne, and that whoever had advised the King not to receive their petition, had committed a scandalous breach of their duty, and abused the confidence of their Sovereign. The sheriffs announced their intention to present the resolutions at the levee, unless his Majesty should please to assign some other time and place for the purpose, but the Secretary of State replied that if the sheriffs had been deputed by the body corporate, the King would have received them, as he had been in the habit of doing, but that, deputed as they were, he could not receive them without admitting communications to be made in like manner by other classes of his subjects. The claim on the part of the sheriffs, which was clearly unconstitutional, was accordingly abandoned.

The above remarks have been suggested by a correspondence (set out in a subsequent column of our impression of to-day) which has appeared during the last week in the daily papers between Mr. De Gruyther, a member of the Reform League, and Sir Thomas Biddulph, as private secretary of the Queen, with respect to the presentation to her Majesty, in person, of certain resolutions passed at a meeting held at the Marble Arch, praying that her Majesty would be pleased to dismiss her present ministers on account of their conduct in closing the gates of Hyde-park against the people. Sir Thomas Biddulph referred his correspondent to the Home Secretary, while Mr. De Gruyther insisted on the right of personally waiting on the Sovereign. There can be no doubt that this position is constitutionally untenable. It is, however, worth while to consider whether any advantage be gained by presenting such petitions, directly, to the Crown at all. The example of Lord Chatham and Lord Temple may form a precedent for the course adopted by the Reform League; but is it not wiser to rely upon the effect of petitions presented to the Houses of Parliament, where every real grievance is certain to find an advocate? A discussion in the House of Commons, however short, upon any question which agitates the public mind is worth more than any number of petitions presented to the Sovereign. Besides, can we afford to weaken the confidence which a Sovereign ought to place in the Government of the day by urging, by means of petitions, an unnatural exercise of the Royal prerogative of dismissal or dissolution? Are the most ardent Reformers prepared thus to minister to what may prove to be the mere caprice of the Crown? We should have supposed that the reign of George III. would have furnished ample warning in this respect. Mr. Hallam says, "It must be admitted that petitions to the King from bodies of his subjects, intended to advise or influence him in the exercise of his undoubted prerogatives, familiar as they may now have become, had no precedent, except one in the dark year 1640, and were repugnant to the ancient principles of our monarchy." All reformers appeal to the laws and customs of early times as a justification for their claim for the restoration of things as they were. Is it not better that the tenure of office of Ministers should depend upon the vote of the House of Commons than upon the spasmodic and, it may be, capricious action of the Crown?

THE MAIL from Natal just arrived, brings us the intelligence that the Bishop of Natal has taken further steps to maintain his legal position, as bishop, over clergy officiating in his diocese, in churches of which he claims to be the legal guardian. The following notice has been posted on the door of the cathedral at Pietermaritzburg "by authority":—

Notice.—Whereas his Lordship the Right Reverend the Bishop of Natal has signified to the churchwarden of St. Peter's, that certain clerks in holy orders of the Church of England and Ireland, to wit, the Rev. F. S. Robinson, and Rev. Eustace W. Jacob, are preaching within the diocese of Natal, without license first had and obtained of his said Lordship. Notice is hereby given to the said clerks, and to any others unlicensed as aforesaid, to refrain from preaching in the Cathedral Church of St. Peter's henceforth, and until they shall appear to the churchwarden, by producing their licenses to him, to be sufficiently authorised in that behalf. Dated at Pietermaritzburg, this 9th day of June, 1866.—T. WARWICK BROOKS, Churchwarden of St. Peter's, Pietermaritzburg.

The two clergymen referred to in the notice hold licenses to officiate from the Bishop of Cape Town. In another part of our columns to-day we refer to the first attempt on the part of the colonists to legislate upon the important question of the maintenance of Church and State in the colony.

THE SECOND REPORT of Her Majesty's Commissioners appointed to prepare a body of Substantive Law for India has just been printed. It will be recollected that the first report related principally to the laws of property. The present report is devoted chiefly to the subject of contract. In connection with the principal subject, the suggested new rules of law deal with the sale of moveable property, indemnity, and guarantee, bailment, agency, and partnership. As before, the code is prepared upon the convenient principle of laying down certain definitions, followed by explanations and illustrations. The publication of these reports will do much to remove the imputation which rests upon many of our leading lawyers and judges, that in the absorbing practice of the law in England, the principles of universal jurisprudence are forgotten. Here we have five gentlemen of high position and large experience devoting the spare moments in busy lives to the development of a system of law for India which, from its absence of technicality, would have delighted the heart of Bentham. The report just issued is signed by Lord Romilly, Sir Edward Ryan, Mr. Lowe, Mr. John M. Macleod, Mr. W. M. James, and Mr. J. Henderson. We propose to invite the attention of our readers on another occasion, in more detail, to the contents of the report. We now content ourselves with noticing a few of the leading points in which the commissioners have refused to carry into the laws of India some well settled rules of English law. In the first place, Mr. Mill's fair constituents will be rejoiced to hear that the commissioners have not thought it necessary to place married women under any disability to contract. Next, the report deals boldly with the questions arising out of specialty and simple contracts. It wisely does not seek to impose upon India the highly technical provisions of the Statute of Frauds. Every contract entered into for consideration is to be binding, whether it be in writing or not. It also abolishes entirely the distinction between contracts under seal and contracts not under seal. But in order to escape from the necessity

which seemed to follow from such abolition, of rendering every contract valid and enforceable, whether made with or without consideration, it is proposed that in order to give validity to a *nudum pactum* it should be in writing, and be registered with the permission of the promisor, according to the provisions of the law for the time being in force for the registration of assurances. The commissioners felt some difficulty in dealing with the question of the transfer of chattels by persons who had no right to sell them. Our present law is that the owner of the goods retains the ownership, notwithstanding his having lost possession of them, and their having been sold to a third person. From this rule there is the well known exception that a sale of goods in market overt gives a good title to the purchaser—every shop in the city of London being treated, by custom, as an open market for the sale of such goods as the owner professes to trade in. Thus the purchaser of a watch at a goldsmith's shop within the limits of the City would be entitled to retain the same against the real owner (*The case of market overt*, 5 Rep. 83). The commissioners' report places a *bonâ fide* purchaser, without notice, of chattels on the same footing as that on which a similar purchaser of land now stands, that is to say, it provides that the ownership of goods may be acquired by buying them from any person who is in possession of them, if the buyer acts in good faith, and under circumstances which are not such as to raise a reasonable presumption that the person in possession has no right to sell them. We entirely concur in the sound policy of this proposal. When we state that, in addition to the instances mentioned above, the complicated system of graduation applied by us to the law of bailments, has been set aside in favour of a general rule that the bailee is, in all cases of bailment, to take ordinary care of the goods bailed to him; that every joint liability and right is decreed to be several as well as joint, so far as the representatives of a deceased person liable or entitled are concerned; that the rules of English law, by which the separate estate of a partner is, where there is partnership property, applied first in payment of the separate debts of the partner, but where there is no partnership property, the separate estate is applied equally to the payment of the separate and the partnership debts, are to be altered, by providing that the separate estate shall be applied, first in payment of the separate debts, whether there be partnership property or not; and that every new partner in a pre-existing firm shall be subject to all the obligations incurred by the firm before his introduction to it, our readers will see that the proposals of the commissioners are no less sweeping than they are consistent with "justice, equity, and good conscience." It remains for us at present to notice the only clause in the report which has a semi-political character, viz., that which provides that no injunctions should be granted to restrain the breach of engagements relating to the cultivation of land, or the growing of particular crops. In case of the breach of such engagements, the remedy will be an action for damages against the tenant. Having regard to the position occupied by the indigo planters in India, and the desirability of not forcing, by means of the penal process of committal for contempt of an injunction, a particular mode of cultivation on a man who may be unable to fulfil it, we think that the material prosperity of the cultivated fields of India cannot but benefit by this provision.

THE ANNUAL PROVINCIAL MEETING of the Metropolitan and Provincial Law Association will be held at Canterbury on Tuesday the 9th of October next, and the two following days. The programme includes a dinner and a *déjeuner*, visits to the ecclesiastical antiquities at Canterbury, and to the historical monuments at Dover; but the substantial work at the meeting will be the reading of papers upon numerous branches of English law and general jurisprudence. Members proposing to be present at the meeting are requested to intimate their intention to the local secretary, Mr. Herbert J. Sankey, Canterbury, by the 24th of September. Members desiring to communicate papers to the meeting are required to inform the secretary of its title four weeks, and deliver the paper to the secretary one week, prior to the meeting. It is hoped that the attractions of Canterbury will draw a very good attendance.

IN THE CASE of *The National Savings' Bank Association*, the Lords Justices have decided upon appeal that the holder of fully paid-up shares is a "contributory" within the meaning of the Companies' Act, 1862, so as to have the right to present a petition for a compulsory winding-up of the company whose shares he holds. The Master of the Rolls had made the order to wind up the company compulsorily upon the petition of a holder of fully paid-up shares, and this order was appealed from. According to the 74th section of the Act referred to, the term "contributors" means every person liable to contribute to the assets of a company under the Act, in the event of the same being wound; it also, in all proceedings for determining the persons who are to be deemed contributors, and in all proceedings prior to the final determination of such persons, includes any person alleged to be a contributory. At first sight this would only appear to include amongst "contributories" those who have yet to contribute something in addition to what they have already paid on their shares, and thus, inferentially, to exclude all holders of fully paid-up shares. Such an interpretation, however, might obviously exclude every shareholder in some companies from his right to present a petition for winding-up, and it cannot be admitted that such an exclusion was ever contemplated by the Legislature. It will probably be contended that a holder of fully paid-up shares is not liable to contribute to the assets of the company, and that in many cases fully paid-up shares are shares on which no money has been paid; but in answer to that argument it must be said, that in many companies the shares are fully paid-up, and to exclude those shareholders who have given full consideration for their shares, in order to keep out those who have not so paid, would be extremely unjust to the former class, while the latter class would properly be entitled to equal rights. The amount a shareholder is liable to contribute to the assets of a company must therefore be taken to be the nominal value of his shares, whether the same be fully or only partly paid up.

IT WILL BE OBSERVED by our readers that the Lord Chancellor has issued an order that the Registrar's office be closed, during the vacation, on Saturdays and Mondays. We should not have considered such an order necessary, and it may possibly prove inconvenient, for although there are comparatively few orders made by the Vacation Judge, most of those pronounced are for injunctions, and are therefore usually of a pressing nature. The short time in each day, namely, 11 o'clock till 1, during which the office is opened in vacation, makes no very great demand upon the time of the Vacation Registrar and his subordinates, and even supposing he were compelled by the state of business to give his attendance for those two hours every day during the vacation, an attendance which is never in fact required, it would be a less evil than that necessary and important business should be impeded by his absence.

YESTERDAY (Friday) in *Re Cook* an application was made to Mr. Peake to remove the mother from the guardianship of the two children who were discovered by the Marquis of Townsend in a very neglected condition, to appoint other guardians, and also to pay to such guardians the income of the personal estate of the infants, amounting to about £60 per annum, for their maintenance. The state of the children has been greatly exaggerated, although it appears that they have been confined in lodgings for several years without being taken out, and are evidently seriously out of health. The application was made on behalf of the infants by Messrs. Dale & Stretton, but the matter was adjourned till Tuesday next.

TWO VERY IMPORTANT CASES were tried last week at Guildford, in each of which the question was raised as to the right of brokers to recover from customers money paid by them, in accordance with the rules of the Stock Exchange, in respect of the sale of shares in companies which were ordered to be wound up before the transfers were completed. The first action related to shares in Agra and Masterman's Bank, the second to shares in Overend, Gurney & Co. The general subject of the law bearing on cases of this class is discussed in another column. In the course of the second case Mr. Justice Willes observed, that there could be no doubt that (apart from the effect of the Winding-up Act) the customer would be bound to indemnify the broker, assuming the jury were satisfied (as they afterwards found they were) that an authority had been given to the broker to sell the shares, for, by the rules of the Stock Exchange the brokers were deemed to be liable to each other to complete their transactions, and the broker must fulfil a contract if the principal did not. It followed that the employer, the customer, must indemnify the broker. There could be no doubt of this according to the rules and usages of the Stock Exchange, by which customers were deemed to be bound. Then arose the question as to the effect of the Winding-up Act, as to which the result of the recent decisions, so far as they went, appeared to his Lordship to be that the winding up did defeat the contract, even supposing it to exist. That would be a question of law upon which his Lordship must follow authority, although the point might be reserved for further consideration. The decisions seemed to be that the contract was defeated, and, if so, it would seem to follow that the effect was to relieve the buyer from liability to indemnify.

It will be observed that Mr. Justice Willes abstained from expressing his own opinion upon the effect of the clauses of the Winding-up Act. It will probably be found that the decisions to which he referred did not quite amount to determinations on the main point, which will be, whether the effect of this Act is to invalidate every contract *in toto* which was incomplete at the date of the commencement of the winding-up, by reason of the want of a legal transfer, or only to render such transfers void as the Court may, in the exercise of its discretion, order to be treated as invalid. The decision of the points of law reserved will be looked for with interest in the profession.

WE FIND the following puzzling announcement in the *Scottish Law Reporter* for this month:—

WESTERN BANK *v.* BAIRDS.

The Western Bank's liquidator has, notwithstanding the refusal of the Second Division to grant leave to appeal the recent judgment making the remit to an accountant, presented an appeal to the House of Lords. We presume the appeal is presented on the footing that it is competent to appeal without the leave of the Court.

With great deference to our contemporary, his suggested solution is not calculated to help one out of the difficulty, for how it can be competent, in the face of the Courts' refusal, to take an appeal against a judgment, or order, to which appeal the leave of the Court appealed from is a necessary condition precedent, it is not easy to understand. The explanation we believe to be that no appeal is competent against an interlocutory order, unless it be made in an action which is among what are called the "enumerated cases," that is, cases enumerated for trial by jury in the 6 Geo. 4, c. 120, commonly called the Judicature Act. In the case referred to, *Western Bank* v. *Bairds*, it was argued for the plaintiff (the official liquidator of the bank) that the "chose" or subject-matter of the action was such as to class it among the "enumerated cases," but the Court were of a different opinion, and held that the proceedings were rather in the nature of a suit for breach of trust, and that therefore, and until final judgment, no appeal was competent. The appeal, notwithstanding, actually taken, is plainly with the view of ascertaining whether the Court of Session is right in such ruling.

ON THURSDAY the Right Hon. Abraham Brewster Q.C., was sworn in, at the residence of the Lord Chancellor of Ireland, Lord Justice of Appeal.

SEVERAL IMPORTANT SUITS in the Rolls Court, Dublin, standing for judgment, will have to be re-argued next term in consequence of the death of the Right Hon. Mr. Smith, Master of that court.

THE PUBLIC AND THE SHARE-BROKERS.

The numerous "windings-up" which have resulted from the late financial crisis have given rise to much discussion, and, as might have been anticipated, much difference of opinion respecting the liability of those who had previously instructed their brokers to buy shares. The case put precisely is this:—A man instructs his broker to buy him shares in a company; in consequence of these instructions the broker goes into the market, and enters into a contract of purchase, but before the settling-day arrives, a petition is presented for winding-up the company. This is the case; the questions on it are two—firstly, Is the principal bound to pay his broker for the shares, he being obliged by the rules of the Stock Exchange to pay the selling broker? Secondly, Is the principal fixed with the shares so as to become a contributory?

First, as between principal and broker. In 1857, the question now before us was brought before the Court of Common Pleas in the well-known case of *Taylor* v. *Stray*, 5 W. R. 528, 2 C. B. N. S. 175; it is true that the Companies Act of 1862 has since then modified the conditions of the question, but *Taylor* v. *Stray* is still worth our most careful consideration.

In that case, which arose out of the difficulties of the Royal British Bank, the facts were as follows:—The Bank Charter provided that proprietors might transfer their shares, *with consent of* the court of directors, and the practice of the bank as to transfers was that they prescribed a form of transfer and had it printed in blank; this was usually filled up by the bank, but the bank sometimes gave out the blank forms to the brokers to fill up, and transfer forms so filled up were not distinguished from those filled up by the bank. The plaintiffs Taylor & Aston, were members of the Stock Exchange, and on August 28th, 1856, Stray, who had often employed them, instructed them to buy him twenty Royal British Bank shares, for the account day September 15th. Taylor & Aston accordingly agreed with Russell, another broker, to buy twenty shares. The bank stopped payment on September 3rd, and the directors thereupon, except in two or three instances, refused all applications to allow transfers. Stray directed Taylor & Aston not to "pass" his name for the shares, and afterwards repudiated the purchase altogether. Taylor & Aston were compelled to pay Russell for the shares, in order to save themselves from being declared defaulters, and they brought an action against Stray to recover their money. The practice of the Stock Exchange was proved to be *inter alia* that members, in bargains for their customers, made themselves liable for performance, and that in such transactions payment was made on handing the shares and a transfer.

On these facts the judges—Cresswell, Crowder, and Willes, JJ.—were unanimous in finding for the plaintiffs. Cresswell, J., said the question was whether Stray had given the plaintiffs any authority, express or implied, to pay on his behalf. He had employed them before, and must therefore be taken to have given them authority to deal according to the usage of that market. They had done everything requisite according to that usage to entitle them to complete the contract, and therefore had an implied authority to pay for him on the delivery-day. The seller could not get the transfer accepted by the

directors until the buyer had given his name to be filled in. This Stray had refused to do, and so had failed to do the only thing to be done on his part towards enabling Russell to do more than he did. The only doubt he had was whether, the bank having stopped payment, Russell could be said to have tendered the things he contracted to sell; but the shares tendered, though greatly reduced in value, were, he thought the things contracted for. Crowder, J., said Stray must be taken to have given the plaintiffs authority to deal according to the usual course of brokers on the Stock Exchange. The shares, valueless or not, were what the plaintiffs were instructed to buy. It was no part of their duty to obtain the directors' consent to the transfer. Willes, J., said the practice of the Stock Exchange, like that of any other market, must be taken as imported into, and forming part of, the bargain. All that the directors had refused to do in this case was to *prepare* a transfer; *had there been an absolute refusal on their part to recognise a transfer, a payment made by the plaintiffs after learning that fact might have been a payment in their own wrong.* Considering the defendants' want of readiness to further the completion of the transaction, he thought it very doubtful whether he could succeed in recovering his money from the seller, a doubt which was justified by the result of the subsequent case of *Stray* v. *Russell*, 7 W. R. 641. *Taylor* v. *Stray* was appealed, and the Court of Appeal, without hearing counsel for the respondents, affirmed the decision of the Court below with costs.

Now what is the distinction between the facts in this case and in those which are daily taking place? In the *Royal British Bank case* the obstacle to a legal transfer was the contingency of the directors refusing to permit one. As regards companies which are wound up under the Companies Act, 1862, section 153 of the Act enacts that where any company is being wound up by or under the supervision of the Court, "every transfer of shares, or alteration in the *status* of the members of the company made between the commencement of the winding-up and the order for winding-up, shall, *unless the Court otherwise orders*, be void;" and section 84 provides that the winding-up "shall be deemed to commence at the time of the presentation of the petition for the winding-up."

Under these circumstances, if, after presentation of a winding-up petition, the broker pays, is that a "payment in his own wrong" for which he cannot recover from his principal? The Court, on an application under section 35 of the Act, may refuse to remove the seller's name from the register, or may "otherwise order." The broker cannot tell how this will fall out, but neither in a Royal British Bank case could he have told beforehand that the directors would not refuse to allow a transfer; and Willes, J., thought, as we have seen, that unless he knew beforehand that the directors had refused their assent he could recover from his principal. The inference would at first seem to be that he can recover unless he knew, when he paid, that the Court has refused an application to place his principal's name on the register, but the case for the broker is hardly so strong as this, because a direct statutory enactment, with a possible exception is, it cannot be denied, a very different thing, to the contingency of a directors' refusal.

It must be confessed that this question is not an easy one to decide. In moral fairness we think the principal should pay; he has taken his chance, and if the concern had improved and shares gone up would have had the benefit. In all probability too, he knew when he commissioned the broker that the broker in all events would have to pay. Moreover, we can hardly suppose the intention of section 153 of the Act to be that *bonâ fide* transactions *actually commenced* before the presentation of the petition should not be carried into effect. Taking all these considerations into account, we should expect that in an action to recover his money from the principal the broker would prove successful.

Shortly after the suspension of Overend, Gurney, & Co. (it will be remembered that this bank stopped payment on May 10, that a winding-up petition was presented on the day following, and that the settling-day was on May 15), a case for opinion was submitted to counsel, asking whether contracts, made under the circumstances we are now discussing, could be carried into effect. The case, together with counsels' opinion thereon, found its way into the daily papers, and considerable misapprehension appears to have arisen as to the purport of the opinion. That opinion, as we understand it, was written merely upon the question whether, taking into consideration the circumstances and the then subsisting rules of the Stock Exchange, the buyer's *broker* was bound to pay for the shares; which the counsel who advised on the case were of opinion that he was not; but in discussions which have taken place in the daily papers this opinion has been treated as one written upon the liability of principal to broker, and not of broker to broker, as the case actually was. Since the publication of this opinion the committee of the Stock Exchange, by a resolution, dated May 25th, have resolved that, as regards companies in course of winding-up, "members having bought shares in such companies, are bound to settle and pay for the same in accordance with the rules and regulations, and with the established practice of the Stock Exchange." We presume the meaning of this ambiguous announcement to be that the rules of the Stock Exchange are to be construed as binding members to pay, because if it merely means, what at first sight would appear to be its import, that members are bound to pay as, and when, the rules prescribe; it adds nothing to the already existing state of things.

Returning to our own discussion we may remark that it may well happen that the principal may have to reimburse his broker for the price of the shares and yet be able to recover the amount from the vendor. In *Taylor* v. *Stray* (*ubi sup.*), Cresswell, J., said that, the transaction not having failed through any fault of the plaintiff's (the broker), the defendant, "if he fails to obtain the consideration for which the money was paid, must resort to the party from whom the purchase was made and not to his own brokers." But, as we have seen, the buyer must have done everything in his own power to further the completion of the purchase before he can establish any demand against the seller.

Next, as between the original vendor and vendee, will the vendee be fixed as a contributory?

We have stated our belief that it was not the intention of the Legislature, in sections 84 and 153 of the Act to enact that contracts to buy shares, *bonâ fide* entered into before the commencement of the winding-up, should not be carried into effect; and we anticipate that where such contracts are brought before the Court under section 35, the Court will carry them into effect by ordering the name of the vendee to be substituted for that of the vendor in the register of shareholders (see *Ward and Henry's case*, 14 W. R. 785). A notion appears to exist that the contrary has been decided by the recent order of the Lords Justices in *Emmerson's case*, 14 W. R. 905; this is a misapprehension which we must remove. All that *Emmerson's case* has decided is, that where a contract has been *bonâ fide* entered into *after* the presentation of the petition, but *before* the appearance of the advertisement, the Court will not carry it into effect.

A few words more as the extent to which the rules of the Stock Exchange may be binding on those who employ brokers. The committee of the Stock Exchange can frame rules which will bind members of their own body but they can frame none which will directly bind outsiders. They can make a rule compelling the buyer's broker to pay the seller's or incur certain penalties, but they can make none which will directly compel the buyer to re-imburse his broker. Still, in a case like that of *Taylor* v. *Stray*, where the fact that the broker would, under certain circumstances, have to pay, had been previously well known and recognised, we think it was reasonable that the usage in question should be taken as

imported into the bargain; but there are limits to the extent to which this should be done. It does not follow that all rules of the Stock Exchange are binding on outsiders; it does not even follow that in *all* cases in which those rules oblige a broker to pay, his principal will be obliged to repay him. See the observations we have italicised in the judgment of Willes, J. (*sup.*) The usages and rules of a *market* are, no doubt, imported into contracts made in that market, but there is much difference between the rules of the Stock Exchange and those of a market. In the latter case the rules are fixed and invariable; they are most probably unwritten rules, but it is the buyer's own fault if he does not learn them from those who have been in the habit of frequenting the market. The rules of the Stock Exchange, on the other hand, are constantly being changed or added to; in addition to this they are written, consequently they cannot be fairly taken as forming part of the contracts of the public with the members, unless the public have proper opportunities of perusing them. So far is this from being the case that if any of our readers were to endeavour to procure a copy through any law bookseller, they would probably be told that the Stock Exchange being a private body their rules were not publicly circulated.

In the case of *Gardiner* v. *Cocks*, which was tried before Baron Bramwell on the 10th of last month, the defendant had, on the 24th of April, instructed the plaintiff, a broker, to buy him certain shares (which were then at £25) for next account day, May 15th. The plaintiff failed on the 11th, and, according to the Stock Exchange rules, his affairs were wound up by selling at the market price of the day, which for the shares in question was £20 15s. On the 15th the price was £22 5s. The plaintiff claimed from the defendant the difference between the value of the shares at £25 and at £20 15s.; but the defendant contended that he was only liable to pay the difference between the value at £25 and that at £22 5s., the price on the settling-day; he also contended that the rule of the Stock Exchange by which the plaintiff was, as between himself and other members, compelled to wind up on the 11th of May, could not in any way affect his (the defendant's) rights under his contract with the plaintiff. The point was reserved for the judgment of the full Court of Exchequer, so that we shall probably not learn the result till after the Long Vacation. What that result may be we cannot, of course, predict, nor would it befit us to prejudge the case. We do, however, protest strongly against the notion that the public, in dealing with members of the Stock Exchange, do so subject to all rules which the committee of the Stock Exchange may think fit from time to time to put forth—rules which the public have at present no opportunity of perusing, and with which they might not be satisfied if they had.

"HOW WE LEGISLATE."—THE LEGITIMACY DECLARATION BILL.

(From the *Law Magazine and Review*, August, 1866).

We regret to find that this measure has been postponed to the ensuing session of Parliament, but we are glad to see it is then to be re-introduced. That a bill standing for second reading on the 18th of July, should fall a victim to the "lateness of the session" cannot be a matter of astonishment; but that it should have to be abandoned in consequence of the "unexpected defection of a coadjutor,"* or, to quote Mr. Chambers himself, "because, to his surprise, he found the honourable and learned member for Ayr (Mr. Craufurd), although his name was on the back of the bill, had changed his mind, and intended to oppose the measure"—this certainly carries us out of the region of commonplace, and demands a somewhat fuller explanation than the public have yet received. Let us endeavour to bring into one focus the few broken lights already available to us.

* 10 Sol. Jour. 901.

By reference to the minutes of the House, to contemporary journals, and to the bill itself, we learn that it was "presented by Mr. Chambers and Mr. Edward Craufurd" (their names being on its back) on March 6, and ordered to be printed; that it was in members' hands by the 14th, and stood for "second reading on the 19th March." The following day, March 20, the papers announced that the bill had been postponed to the 23rd, and up to April 10 it continued to be "moved on" about twice a week. Our contemporaries called attention to the importance of the measure, and to the existence of a private cabal against it that threatened to become a public scandal. From April 10, the bill was again postponed to June 4, the pretext being that, by some fatality, it always gravitated towards two o'clock in the morning, when its friends were naturally anxious to get home. Finally it was fixed for July 18, on the ground that this would give it a good chance of a favourable discussion. The result is before us. When that morning came—it was a Wednesday early sitting—it was evident from the state of public business that the bill had no chance of passing in time to become law this year. Accordingly it was withdrawn. Mr. Chambers stated that the bill was intended to remove an ambiguity which it had never occurred to members of either House of Parliament, during the carriage of the original Act, in 1858, could arise as to the right of any person to demand a trial by jury under it in disputed questions of legitimacy; that no doubt ought ever to have been entertained on the subject; that the Law Amendment Society, which prepared and carried the original bill, in 1858, and now introduced the present explanatory bill, had never for a moment intended that a jury trial should be liable to be withheld under the Legitimacy Declaration Act; that he believed the whole profession were in favour of the bill; that the deepest interest was felt by the public in its success, as evinced by numerous and influential petitions from the manufacturing districts, the city of London, the Incorporated Law Society, and other public bodies, and that he should re-introduce it early next session; that this was not the place to discuss or explain its merits, and he had only made these remarks, finding that his honourable and learned friend who had put his name and kept his name on the bill, intended ("acting under some inexplicable pressure") to inform the House how very much he was averse to it. Then the honourable and learned member for Ayr rose and stated that he had entirely misapprehended the bill; that he had fancied it was enactive and not declaratory; and that he had told Mr. Chambers, again and again, it ought to be the former and not the latter; he explained his reasons, and then wound up by stating that, in his opinion now it ought neither to be the one nor the other. He did not say at what time he had made the first discovery, nor by what chain of reasoning he had arrived at the last conclusion, and convinced himself that questions of fact between subject and Crown, the settlement of which would determine, conclusively and for ever, all claims to lands, honours, and every right dependent on lawful birth and British character, ought to be settled without either petitioner or respondent having the power, then or at any future time, of submitting his rights to a jury. It is very certain that the honourable and learned member was in his place so long ago as the 19th of March, when the House was prepared to discuss the bill. Can it be supposed that one of its ostensible promoters had not then read its single clause or come to comprehend it? This, at any rate, is certain—by keeping his name on the bill for five months the honourable member was enabled to maintain a power over it which no opponent should possess; to prevent a supporter of the measure taking his place; and finally to have the opportunity of presenting to the House one side only of the question—that side being in direct contradiction to the bill itself!

It is not a pleasant task to relate this singular story. We do so only in the highest interests of society. A mistake might occur and even be unperceived for a few

days—but that a bill should continue from March to July to be endorsed with the name of an uncompromising (or as Mr. Craufurd terms himself, a "consistent") opponent, that he should continue to give it outward sanction, while, as he avows, he had been engaged all the time in endeavouring to set his colleague and others against it, is an unexampled occurrence.

In regard to the bill itself, we shall take another opportunity of discussing it. It may be sufficient to say the Law Amendment Society, by whom the original Act was framed in 1858, and who have now introduced this bill to explain it; the law officers of the Crown who carried through the House of Commons; Lord Lyndhurst and Lord Brougham who carried it through the House of Lords—have one and all expressed their surprise at hearing that it could be so construed as to render the right to demand a jury doubtful; and the present learned judge of the Divorce Court, and many other eminent jurists, and statesmen are, we understand, of the same opinion. We trust that the attention of our legislators will be turned towards the subject during the recess, and that they will do their utmost both as to this bill and other bills, to preserve inviolate the right of the subject to the old constitutional mode of trial, in questions of such a nature as those involved under the Act of 1858.

To one other point also we beg their attention. The Incorporated Law Society close their petition in favour of the bill with the following important sentence:—"And your petitioners humbly submit that parties, whether petitioners or respondents, in any proceedings under the said Acts, or either of them, should be relieved from the expense and delay attendant on appeals to the House of Lords, on the interpretation of the language of the Legislature in Acts of Parliament."

This raises a very important public question. A declaratory bill, as our legislators often seem to forget, leaves the existing law just where it is; but it puts an end to doubtful constructions, and lessens the chances of clashing and erroneous opinions or decisions. Why should suitors be driven from court to court to find out what the Legislature really intended to do, or did? We cannot but hope the following session may bring forth a short bill, enacting that whenever an Act of Parliament is found capable of bearing two contradictory meanings, such doubts being fairly raised by competent persons, the Legislature will forthwith put their real meaning and intention into English that shall be unmistakeable, and pending as well as future causes have the benefit of a right construction. We then shall, probably, at last have our Acts properly drawn in the first instance.

COLONIAL CHURCH LEGISLATION.

The Natal Vestry Bill.

The last mail brings us intelligence of the first step taken by Churchmen in the Legislative Council, Natal, upon the subject of the legal position of the Church of England in the colony. It appears that a bill known as the "Vestry Bill" has been introduced into the House by Mr. Saunders, empowering "members of the Church of England and Ireland resident in the colony to meet and carry on divine worship as heretofore." This Bill enables any persons who declare themselves members of the Church of England as by law established in the United Kingdom, to associate for the formation of a vestry and the election of churchwardens, who, with the minister, are to have full power in managing the affairs and property of the Church. It should be understood that the express object of the promoters of this bill is to free themselves from the immediate control or interference of either of the two contending bishops—Drs. Colenso and Gray. Strong and wide-spread opposition to this bill has, however, it is said, been manifested by the clergy of all denominations; by part of the laity of the Anglican Church, and the body of persons belonging to other Protestant communions. Some object to the bill because it gives a test of membership—a duty which they maintain is inherent in the Church only; others because it is premature to legislate on a subject which has already baffled the wisest heads at home, and is even now before the Imperial Parliament, and because the present movement, with all its hot antagonisms and novel complications, is unfitted for calm and statemanlike deliberation; others because it creates a state connection which has so far been ignored in this and most other colonies; others because they believe it will lead to yet greater bitterness and heart-burning. The promoters on the other hand ask why they should be denied a privilege open to every other religious or civil community—to any church, bank, or company—the right of incorporation for the management of its own affairs? Many petitions both for and against the measure have been, or are to be, presented. Appearances indicate a very close division upon the merits of the bill, the fate of which will probably be settled before the next mail closes. Meanwhile a motion is to be brought forward for the abolition of all grants of money to ecclesiastical bodies, and for the recognition of the voluntary principle as a rule of government in Natal.

Amongst other petitions presented to the Legislative Council against the bill, the following was in course of signature by persons not members of the Church of England.

"*To the Honourable the Legislative Council of the Colony of Natal.*

"The petition of the undersigned inhabitants of Durban and its vicinity

"Humbly sheweth:—That the attention of your petitioners has been called to the provisions of a bill, now before your Honourable Council, for the regulation of the appointment, powers, and duties of vestries and churchwardens of Episcopal Churches.

"That your petitioners, not being members of the Episcopalian denomination, would disclaim any wish or intention to interfere in the management of the internal affairs of that religious body; but they highly appreciate the importance to the colony of maintaining that perfect equality of all religious denominations before the law which has been always hitherto acknowledged by the Legislative Council of this colony.

"That, though by the bill in question the Episcopal Church is incidentally referred to as a "voluntary association," your petitioners fear that the tendency of the bill will be to trench upon the principle of religious equality, and is likely to form a precedent and foundation for future legislation with a view to the formation of a religious establishment in this colony, more or less assimilated to that which exists in Great Britain.

"Your petitioners cannot but be aware of the existence of wide-spread dissensions in the Episcopalian body in Natal, on questions of doctrine and ceremonies—and it appears to them evident that your Honourable Council are, by this bill, virtually called upon to exercise a sort of judicial function in favour of one of the several parties into which that Church is unhappily divided. They would call the *special* attention of your Honourable Council to the fact that *unanimity* does *not* exist upon the provisions of this bill amongst the Episcopalians of this colony, and that, if such unanimity prevailed, the bill would not be needed. They would submit that the objects of the promoters are not clearly defined in the bill, nor can its principles and probable working be anticipated from its contents; and your petitioners feel much anxiety lest, in the future, wrong interpretations may be put upon the bill, and by that means it may lead to unsatisfactory judicial decisions.

"Your petitioners, on these grounds, would humbly pray your Honourable Council to reject the bill.

"And your petitioners, as in duty bound, will ever pray."

Mr. Coleridge, Q.C., and M.P. for Exeter, was, on Tuesday, seized with illness whilst conducting a case at the Bristol Assizes, which necessitated his withdrawal from the court. In the evening the learned gentleman was reported better.

EQUITY.

Re Overend, Gurney & Co., Limited, Ex parte Grissell, 10 Sol. Jour. 983.

The importance of the recent decision in this case to all creditors and members of limited companies, and the wide extent of the interests upon which it operates, are considerations sufficient to justify the separate consideration of the several points of the judgment step by step. But to ensure accuracy in a matter so important, Lord Chelmsford's words will be closely adhered to.

The case was as follows:—Mr. Grissell held eighty shares in the above-named company. Mr. Grissell was also its creditor to the amount of £16,000. If calls were made on the whole sum which remained unpaid, the amount of his liability would be £2,800, as the shares were £50 shares, and £15 per share had been already paid. Mr. Grissell made two applications to Vice-Chancellor Kindersley. The object of the first was, that the liquidators might be ordered to pay him a dividend upon the balance of the amount owing to him by the company for money lent by him to them (namely, £16,000), after deducting from such debt the amount of any call which should have been made on the shares held by him in the company. This application was dismissed. The object of the second was, that the liquidators might be ordered to pay him a dividend upon the amount owing to him by the company, deducting from such dividend the amount of any call that should have been made on the shares held by him, and should not have been paid. This application was also dismissed. The difference between the two applications was, that in the first it was asked that the dividend might be paid on the balance, after deducting the call; and in the second, that the dividend might be calculated upon the entire debt due from the company, and then the amount of the call be deducted from the dividend. Both applications may be regarded as raising the question, whether a shareholder, who is also a creditor, of a limited liability company, is entitled either to set-off or to have credit for so much of his debt as is equal to the amount of calls which shall have been made upon him, but not paid by him, and he receive a dividend upon the balance. The state of the question being thus, the Lord Chancellor's judgment was to the following effect:—

The question depends entirely upon the Companies Act of 1862, and the intention of the Legislature must be regarded. That intention is expressed in the 133rd section, which provides that the property of the company shall be applied in satisfaction of its liabilities *pari passu*, and subject thereto, shall, unless it be otherwise provided by the regulations of the company, be distributed amongst the members according to their rights and interests in the company.

Two questions, then, arise for determination upon these applications; first, whether a member of a company, who is also a creditor, is entitled to be paid his debt *pari passu* with the other creditors, who are not members of the company, or only after the debts due to all those creditors have all been paid; secondly, if such a member is entitled to be paid in common with the other creditors, how are calls which are made on him, in common with the other contributories, to be dealt with?

As to the first question, namely, whether a member of a company, who is also a shareholder, is entitled to be paid *pari passu* with the other creditors, who are not members of the company, or only after all the debts due to all these creditors have been paid, Lord Chelmsford held that the Act makes no distinction between those creditors who are members of a company and those who are not. There is nothing to be found in it to limit the meaning of the general word "creditors;" on the contrary, the Act, in various parts of it, recognises members of the company as creditors. It will be sufficient to refer for proof of this, to the 7th qualification, of the 38th section and the 101st.

As to the second question, how are the calls made upon members, who are also creditors, to be dealt with? Ought they to pay the full amount remaining unpaid upon their shares before receiving any dividend in respect of the debts due to them; or, secondly, ought they, before receiving payment of any dividend, to pay up any calls that may have been made upon his shares; or, thirdly, are they entitled to deduct the amount of calls, which have been made, but not paid by them, from the debt which is due to them, and receive a dividend on the balance?

As to whether members of companies are required to pay up the full amount remaining unpaid, the Lord Chancellor held that they were not. The 75th section of the Act enacts, that the liability of any person to contribute to the assets of a company, under this Act, in the event of the same being wound up, shall be deemed to create a debt accruing due from such person at the time when his liability commenced, but payable at the time or respective times when calls are made, as hereinafter mentioned, for enforcing such liability. Until a call is made, there is nothing more than a liability to contribute. This, indeed, creates a debt, but the debt does not accrue due till a call is made, since the power to make calls is only to satisfy the debts and liabilities of the company, and the costs, charges, and expenses of winding-up, and for the adjustment of the rights of the contributories among themselves.

The two latter questions Lord Chelmsford considered together. He held it to be quite clear that, the amount of calls not paid cannot be set-off against the debt, on the grounds that the Act creates a scheme for the payment of the debts of the company in lieu of the old course of issuing execution against the individual members, thereby removing the rights and liabilities of the parties out of the sphere of the ordinary relation of debtor and creditor to which the law of set-off applies. Taking the Act as a whole the call is to come into the assets of the company, to be applied with the other assets, for the payment of debts.

But if the amount of an unpaid call cannot be satisfied by a set off of an equivalent portion of debt, due to the member of the company upon whom it is made, it necessarily follows that the amount of such call must be paid before there can be any title to receive a dividend with the other creditors. The amount of the call being paid, the member of the company stands exactly on the footing of the other creditors with regard to a dividend on the debt due to him from the company. The dividend will be of course upon the whole debt, and the member of the company will, from time to time when dividends are declared, receive them in like manner, when either no call has been made, or, having been made, when he has paid the amount of it.

The results of the decision may accordingly be summed up as follows:—First, all creditors of a limited company, whether shareholders or not, are to be paid *pari passu* according to their rights and interests in the company. Secondly, members of a company are not to be required to pay up the full amount, remaining unpaid on their shares, until the occasion arises for making a call. Thirdly, the amount of the calls not paid cannot be set off against the debt; and lastly, the amount of such calls must be paid before there can be any title to recover a dividend with the other creditors.

It must be observed that the third principle, viz., that the members who are creditors are not entitled to a set-off of unpaid calls, is binding on *limited* companies only. Members of an unlimited company are allowed a set-off of an independent contract against a call, although the creditors have not been paid, and this is provided for by the 101st section of the Act. The reason is because a member of an unlimited company is liable to any amount, until all the liabilities of the company are satisfied, and it therefore signifies nothing to the creditors whether there be a set-off or not. And these are the five points involved in this decision.

LEGAL NOTES FOR THE WEEK.

[The notes of cases under this heading are supplied by the gentlemen who report for the *Weekly Reporter* in the several courts.]

HOUSE OF LORDS.

June 23.

WILLIAMS *v.* BAYLEY.—This was an appeal from a decree of his Honour, Vice-Chancellor Stuart, reported 13 W. R. 533, where the facts are sufficiently stated.

The respondent instituted the present suit in order to set aside the agreement, on the ground that it had been executed by him as the consideration of an arrangement for compounding a felony, and that it had been obtained from him by improper and illegal pressure. The appellants contended that the agreement was valid, inasmuch as it was entered into as a mere business arrangement, and not for the purpose of compounding a felony; and that the respondent had entered into the same after long and deliberate consideration, and after consulting his family and friends. The Court below having decided in favour of the respondent on the ground that the agreement was part of an arrangement for compounding a felony, the present appeal was brought.

Sir H. Cairns, Q.C., Karslake, and *Kingdon*, for the appellants.

Sir R. Palmer, A.G., and *Everett*, for the respondent.

LORD CRANWORTH, C., was clearly of opinion that the indorsements were in fact forgeries, and that it was manifest from the evidence that this was known to the appellants at the time they obtained the securities from the respondent. His Lordship thought that the object of the agreement was to stifle a criminal prosecution, and that it was therefore void. The appellants had also worked upon the respondent's fears, and under the circumstances he could not be considered to have been a free and voluntary agent. There was therefore that absence of equality on the part of the contracting parties which equity require in all agreements. His Lordship then moved that the appeal should be dismissed with costs.

Decree affirmed.

Solicitors for the appellants, *Miller & Sons.*

Solicitor for the respondent, *W. H. Duignan.*

June 26.

GLASSE AND OTHERS *v.* COUNTESS OF MORNINGTON AND OTHERS.—This was an appeal from an order made by his Honour Vice-Chancellor Kindersley, in two causes of *Wellesley* v. *Mornington*, and *Mornington* v. *Wellesley*, dated the 10th day of June, 1861; and from an order made by the same learned judge in the same two causes and in another cause of *Fleischman* v. *Mornington*, dated the 18th of July, 1862; and from an order and decree made in these three causes by the Lords Justices, and dated the 2nd day of May, 1863.

The substantial questions involved in the appeal were as to the rights of the appellants, as the legal representatives of William Richard Arthur, the late Earl of Mornington (who is afterwards referred to as Earl William Richard), under the trusts and provisions of an indenture dated the 15th of December, 1834, to a sum of £31,735 5s.; and as to the interest on that sum.

The facts of the case were very complicated, but so far as material they were as follows:—William Pole Tylney Long Wellesley, afterwards William, Earl of Mornington (hereafter called Earl William), in the year 1812 married Miss Catherine Tylney Long (since deceased), and Earl William Richard was the eldest son of that marriage, and became, on his father's death in 1857, Earl of Mornington. Earl William Richard attained his majority on the 7th of October, 1834.

In December, 1834, certain large estates in the counties of Essex, Hants, and Herts, under the limitations contained in a settlement, dated the 13th of March, 1812, executed previously to the marriage of Earl William with his late wife, stood limited to Earl William for life, with remainder to Earl William Richard in tail male, with remainders over. The fee of those estates was then charged with two sums of £88,724 5s. 4d. (residue of a sum of £100,000), and £50,000, the former of which was charged by Earl William and his wife under the powers of their marriage settlement, and the latter was charged by the will of Earl William's wife under the powers of the same settlement in favour of Earl William, who, after his wife's death, had charged the sum of £50,000 to its full extent.

In December, 1834, certain large estates in Ireland stood limited to the late Lord Maryborough, father of Earl William, for life, with remainder to Earl William for life, with remainder to Earl William Richard in fee, charged with a sum of £100,000 in favour of Earl William, to be raised on Lord Maryborough's death, but without interest during his life, and also charged with the sum of £12,000 and interest, in favour of Lord de la Warr, and which last-mentioned sum had been borrowed for the benefit of Earl William. The last-mentioned sum of £100,000 had been assigned by Earl William as a security for different sums (including a large portion of the amount charged on the said sum of £50,000) to the amount of £100,000 and upwards. In December, 1834, certain estates in the counties of York and Wilts stood limited to Earl William Richard in tail male, subject, as to the York estates, to a charge of £40,000 for portions, and as to the Wilts estates, to a charge of £6,000, also for portions.

In December, 1834, Earl William was indebted to certain persons in respect of various annuities granted by him, and of certain judgments entered up against him and otherwise to the amount of £165,276, or thereabouts. Upon Earl William Richard coming of age in October, 1834, he and his father Earl William came to an arrangement which was carried out by an indenture, dated the 15th of December, 1834, by which it was agreed that the estates in the counties of Essex, Hants, and Herts should be conveyed by Earl William and Earl William Richard to trustees to raise thereout by sale or mortgage, the sum of £462,000, which sum was to be applied in payment of certain charges and incumbrances therein specified, and also to redeem and pay off Earl William's annuities, judgments, and other debts. The surplus of the £462,000, which should remain after satisfying the above payments, was to be paid to Earl William for his own use. Lord Maryborough succeeded as Third Earl of Mornington on the death of his brother the Marquis Wellesley, and died on the 22nd of February, 1845. Earl William died on the 1st day of July, 1857, and the respondents were his representatives. Earl William Richard died on the 5th of July, 1863, having duly made his will, by which he appointed the appellants the trustees and executors thereof.

The only question in the suit was as to the residue of the £462,000, raised in pursuance of the above-recited indenture of the 15th December, 1834. It was admitted that the surplus, after satisfying all prior trusts, belonged to the respondents by the express terms of the deed, but the appellants contended that in fact there was no surplus at all, for that what otherwise would have been surplus was liable to make good a sum of £31,735 to which Earl William Richard was entitled under the deed.

Sir R. Palmer, A.G., and *Nalder*, for the appellants.

Rolt, Q.C., Sir Hugh Cairns, Q.C., Freeling, and *Lea*, for the respondents.

LORD CRANWORTH, C., was of opinion that, according to the true construction of the deed of 1834, the respondents were entitled to the residue of the £462,000, without making good the sum of £31,735, claimed by the representatives of Earl William Richard. He therefore moved that the decrees and orders of the Court below should be affirmed, and the appeal dismissed.

Lords CHELMSFORD and KINGSDOWN concurred.

Appeal dismissed.

Solicitors for the appellants, *Coverdale, Lee, & Withers.*

Solicitor for the respondents, *J. Wickens.*

July 10.

WINDUS *v.* LORD TREDEGAR AND OTHERS.—This was an appeal from a decree of the Master of the Rolls, dated the 18th of May, 1862, by which the appellant's bill was dismissed, but without costs, as the respondents declined to ask for them, and from an order of the Lords Justices dated the 16th of December, 1863, affirming the decree of the Master of the Rolls.

The object of the suit was to obtain for the appellant, as one of the executors and a residuary legatee under the will of Thomas Windus, deceased, whose life had been insured in the Equitable Life Assurance Society, by virtue of a policy dated the 9th of January, 1817, the same benefits as would have been derived if the policy had been effected on the 3rd of September, 1812, or had been a renewal of a policy of that date, which had been effected by Thomas Windus, but which had become forfeited prior to the end of 1816 by reason of the default of Thomas Windus in paying premiums thereon.

The Equitable Assurance Society was established by a deed of settlement dated 7th of September, 1762, by the 67th clause of which it was provided that if any premium of assurance should be unpaid by the space of thirty days after the time stipulated in the policy for the payment thereof, then such policy should be void, and such default of payment should be a forfeiture of all claim upon the said society by the person assured by the said policy; but if the persons who should have made such default of payment should, within three calendar months after the said day of payment (the person whose life was by the said policy assured, being then in good health) pay or cause to be paid to the said society the said premium so behind, together with the additional sum of ten shillings upon every £100 assured, then such policy should revive, continue in force, and be valid to all intents and purposes whatsoever.

On the 19th of December, 1816, a bye-law was passed at a general court of the society which provided that in case any prospective addition should thereafter be ordered to be made to the claims of policies of assurance in the said society, such order should not take effect with respect to any policy granted after the 31st of December, 1816, until the assurances existing in the society, prior in number and date to such policy, and, if of the same date, prior to the number thereof, should be reduced to 5,000.

In the month of September, 1812, Thomas Windus, the late father of the appellant, insured his life for £5,000, subject to the payment of an annual premium of £146 1s. Thomas Windus

continued to pay the annual premium on this policy down to and inclusive of the year 1815, but in the year 1816 he omitted to pay the premium either when it became due or within the thirty days of grace, or to procure his policy to be revived according to the terms of the 67th clause of the deed of settlement above set out.

On the 9th of January, 1817, Thomas Windus effected a fresh assurance with the said society for £5,000, which was subject to an annual premium of £146 1s., being the same amount as the premium which he had paid on his forfeited policy.

Thomas Windus paid the premiums on his new policy until his death, which occurred on the 13th of December, 1854. He made a will dated the 21st of February, 1837, and a codicil thereto dated the 9th of August, 1843, and appointed the appellant and the respondents, Eric Windus and Matilda Moore Windus, executors thereof, who duly proved the same in the Prerogative Court of Canterbury, on the 26th of Jauuary, 1855, and on the 11th of April, 1855, they received from the Equitable Society £8,300, being the sum of £5,000 assured by the said policy of the 9th of January, 1817, and £3,300, the addition made thereto subsequent to the year 1832, at which time such policy came within the first 5,000 policies, and Mr. Windus became entitled to the benefits provided by the bye-law of the 19th of December, 1816. On receiving the above sum the executors signed a receipt on the back of the policy. On the 13th of November, 1860, the appellant filed his bill, by which he prayed that it might be declared that he and his co-executors ought to be placed in the same situation as if the policy of 3rd September, 1812, had been revived, and had continued in force until the death of Thomas Windus; or as if the policy of the 9th of January, 1817, had been dated as on the 3rd of September, 1812, and to be entitled to all the additions and profits accordingly. By the bill he also sought in the alternative to have the policy of the 9th January, 1817, declared invalid, and to be paid the amount which Thomas Windus had paid for premiums on it, with interest on such premiums, after giving credit for the aforesaid sum of £8,300.

The appellant founded his claim to relief on allegations made by him and by Thomas Windus in his lifetime, that the omission on the part of Mr. Windus to pay the premium on his first policy in September, 1816, was accidental, owing to his having changed his residence, and not having received the usual notice or letter from the society, reminding him of the time within which the premium on his policy should be paid, and to forgetfulness on his part to pay the same on the 3rd of September, 1816, or within the thirty days prescribed by the 67th clause of the deed of settlement; and by allegations that in October or November, 1816, he (Thomas Windus) applied to Mr. William Morgan, who was then the actuary of the society, with respect to the revival of the policy, but that at that time the alteration which was afterwards made by the aforesaid bye-law of the 19th of December, 1816, was in contemplation and being much discussed, and that he was urged by Mr. William Morgan to let the revival of his policy stand over until after the general court of the society, which was to be held on the 19th of December, 1816, under the full conviction that a bye-law, which was then proposed and recommended by Mr. Morgan, would be adopted, and that he (Thomas Windus) would not be affected by the delay in the revival of his policy. It was also alleged that Mr. Windus addressed a letter to the directors on the 17th of December, 1816, and that he was assured by Sir John Sylvester, the then vice-president of the society, that a new policy would be granted to him on the same terms as the old one. The said Thomas Windus also made several applications to the directors during his lifetime, to be reinstated in the position which he would have been in had not the first policy been forfeited.

Malins, Q.C., *Collins, Q.C.*, and *Humphry*, for the appellant.

Sir R. Palmer and *Dickinson* for the respondents, were not called upon.

LORD CHELMSFORD, C., expressed his opinion that there was not a single rag of evidence to substantiate the allegations of the appellant; that the appellant had persisted in a litigation which was plainly untenable; and that the appeal should be dismissed with costs.

LORDS CRANWORTH and WESTBURY concurred.

Decree affirmed.

Solicitor for the appellant, *Ansley Windus* (in person).

Solicitors for the respondents, *Bray, Warren, Harding, & Warren.*

MASTER OF THE ROLLS.

July 23.

PERROTT *v.* EDMUNDS.

Costs incurred by a solicitor as trustee.

This was an application by a solicitor, who was also a trustee of a deed of settlement which gave rise to the suit, to charge his costs for acting as solicitor against the trust estate.

The deed had been executed many years before, and Simons, a defendant to the suit, was one of the original trustees. The deed did not contain a clause authorising a trustee, who was also a solicitor, to charge his costs against the estate. The chief clerk refused to allow anything more than what he had actually paid out of pocket.

Simons appeared in person.

Southgate, Q.C., and *R. M. Williams*, for the plaintiff.

LORD ROMILLY, M.R.—The settlement does not allow the solicitor to charge his costs. The trustee, acting as his own solicitor, is not entitled to charge his costs as such solicitor; he can only charge his actual payments out of pocket. In my opinion that does not include the costs of the suit.

JACKSON *v.* ADDIS.—This case now came on to be heard on further consideration.

The suit was for administration, and a question arose as to the construction of a will.

The residuary clause directed that the remainder of the testator's property should go "equally amongst my four children, and after their death to the children of their body." The testator also gave some property to his daughters, after their brother's death, and directed that it should be "confined to them and their issue," and the question arose as to this latter clause. The trustees under the will had acted as if the daughters became by this clause absolutely entitled to the property in question, and had paid over to each of them their respective shares. Each daughter had invested her share in her own name and that of two others as trustees, and they had dealt with portions of the property afterwards as if they were absolutely entitled.

Jessell, Q.C., and *Beck*, for the plaintiffs, who were interested adversely to the daughters, contended that they only took a life interest, and asked that the money in question should be paid into court and the income paid in shares to the daughters during their lives.

Southgate, Q.C., and *Field*, for persons similarly interested.

Surrage and *W. Pearson* for other parties.

Selwyn, Q.C., and *J. T. Humphreys* for the daughters. They have been in occupation of the property for forty years, and if the plaintiffs' contention is adopted it will imply that there was a breach of trust on the part of the trustees, and it is now too late to stir that question.

They quoted *Dawson* v. *Bourne*, 16 Beav. 29; *Downes* v. *Bullock*, 9 H. of L. Cas. 1, 25 Beav. 54.

Baggallay, Q.C., and *Fitzroy*, for parties similarly interested.

LORD ROMILLY, M.R., said he thought he need not determine the meaning of the clause at present. He did not take the same view as Mr. Selwyn of *Downes* v. *Bullock*, for there the question was whether a trustee who had distributed by mistake should refund. The trustee in this case must refund. The costs will be out of the estate. The property must be brought into court and the dividends paid to the ladies for their lives, with liberty to apply at their death.

Solicitors, *Bell, Steward, & Lloyd*; *W. W. Wren.*

July 24.

RE THE LONDON AND MEDITERRANEAN BANK.

There were two summonses in this case.

The company was winding up under four liquidators appointed at a general meeting. Three of these liquidators afterwards resigned, and an order had been made directing a meeting to be held to appoint others in their place, to act with Scoles the remaining liquidator. The summonses were by some shareholders. They complained that they had not been allowed access to the registry of shareholders, and that a meeting had been improperly advertised. The applications were—First, to have an inspection of the books; and, secondly, to have a meeting properly summoned by circular and advertisement, giving fourteen days notice of the time and place of meeting, and the name of the chairman.

Cole, Q.C., and *J. N. Higgins*, for the applicants, referred to the Companies Act, 1862, ss. 133, 156.

Selwyn, Q.C., and *Roxburgh*, for the company, contended that the meeting already summoned was sufficient.

Cole in reply.

LORD ROMILLY, M.R.—I think it is most desirable to make one order now to direct where the meeting is to be held. Let Scoles call a meeting to be held to-morrow fortnight, and let Scoles be the chairman. Let Mr. Cole's client have access to the registry, and let the meeting be held at the London Tavern, at half past twelve

for one, for the purpose of appointing three liquidators in the place of the three who have resigned.

Solicitors, *Harrison & Sons ; R. Miller.*

SCOTT *v.* SCOTT.

This case now came on for further consideration. The suit was for administration of a testator's property. Two questions of construction were raised.

The first was as to the meaning of the word "premises." The testator enumerated some real property and some furniture as the "said real estate and premises." A little further down he mentioned the "said messuage and premises," and the question was whether that included the furniture, or whether premises was merely used in the vulgar sense.

The second question was whether a sum of £100 was an annual sum. It was given amongst other annual sums, but was to be for the repair of a particular house.

Jessell, Q.C., and *F. C. J. Millar*, appeared for the devisee and legatee.

Selwyn, Q.C., and *Stephens*, for the executor.

LORD ROMILLY, M.R.—I do not feel any difficulty as to the word premises. I think it is used in the vulgar sense. I think the £100 was not an annual sum. I cannot put in the word "annual."

Solicitors, *Bailey, Shaw, Smith, & Bailey.*

COVENTRY AND WARWICKSHIRE MUTUAL MONEY SOCIETY *v.* TOMSON.

The society was registered on the 15th of August, 1857.

The suit was for the administration of the estate of a deceased person against whom the society had a claim. The question was raised whether the heir-at-law ought to have been a party.

Marten appeared for the plaintiffs.

Freeling for the defendant.

LORD ROMILLY, M.R., thought that as the heir-at-law had been served that would be sufficient, and made the decree prayed.

RE DRURY. STUART *v.* MURRAY.—This was an administration suit, which now came on for further consideration. A question arose as to a sum of £1,300, which was now in the hands of one of the trustees. It did not appear how it had been invested.

Cole, Q.C., Southgate, Q.C., and *G. N. Colt*, appeared for the residuary legatees, and contended that this sum ought to be paid into court.

Selwyn, Q.C., and *Freeling*, appeared for the trustee.

Murray Browne appeared for Mrs. Drury, the testator's widow.

LORD ROMILLY, M.R.—The money must be paid into court. I will give till the first day of next term to have it done, and it may be shown in the meantime that it is properly invested.

THE ATTORNEY-GENERAL *v.* THE ALMSHOUSES OF BEDFORD.—This was an information praying for inquiries into the condition of the charity, and for the appointment of new trustees.

The charity was founded in the reign of Henry the 7th, but reconstituted by an Act of Parliament in the reign of Elizabeth. It was for the support of ten almsmen. The information alleged that the expenditure had lately been extravagant, and that the almsmen were now insufficiently provided for, although the funds at the disposal of the trustees were amply sufficient for their maintenance if properly managed.

Vaughan Hawkins appeared for the Attorney-General.

Selwyn, Q.C., and *G. N. Colt*, for the almsmen.

Kenyon, Q.C., and *Toulmin*, for the trustees.

LORD ROMILLY, M.R.—Let the appointment of new trustees be postponed. I think I may make a decree in the terms of the prayer of the information.

July 30.

BRETT *v.* CARMICHAEL.

The question in this case was whether, in distributing an estate, a sum should be set apart to answer a possible liability which might arise out of an action in France.

Two actions had been commenced in France against the plaintiffs, who were executors and trustees. The first was compromised on payment by them of costs, not exceeding a specified amount. The 2nd action was still pending, and the liability could not yet be ascertained, though it might amount to £40,000.

Hemming, for the executors, said that they might be personally liable for the amount in question, and a sum ought to be set apart to answer the liability.

Selwyn, Q.C., Baggallay, Q.C., E. E. Kay, McNaghten, Osborne Morgan, W. Pearson, Herbert Smith, Holmes, and *Ware*, appeared for the various parties interested.

LORD ROMILLY, M.R.—In my opinion I cannot take the course suggested by Mr. Hemming; if I did, the property could never be distributed. £5,000 must be paid into court to abide the result of the actions. There is no such thing as arrest on *mesne* process in France, so that the trustees will not be running any personal risk. They will have liberty to apply, and will have ample indemnity.

RE TWISS'S ESTATE.—The question in this case was as to the meaning of the revocation clause in a deed of appointment made in exercise of a power contained in a marriage settlement.

The clause gave power to the husband and wife and the survivor of them "during their joint lives absolutely to revoke all the uses," &c., and to appoint, &c.

Hallett, for the petitioner, contended that the clause might be read as it stood. The revocation might be by one of them during their joint lives to take effect in case he or she should be the survivor.

Everitt, for the children to whom the appointment had been made, contended that it was an absolute appointment.

Kekewich appeared for the trustees.

LORD ROMILLY, M.R.—In my opinion the words "during their joint lives" are inconsistent with the settlement. The settlement provides that the property shall be given to such uses as they shall jointly, during their joint lives, or the survivor after the death of either of them, appoint. The power of revocation in the deed of appointment is quite plain, and follows the settlement, if the words "during their joint lives" are left out. In my opinion the words in question make the deed irrational, and they must be left out as regards the survivor.

Solicitor, *S. Busby.*

HUMBER IRON WORKS AND SHIPBUILDING COMPANY. WEATHERBY'S CASE.—This was an application to strike Weatherby's name off the list of contributories. He bought forty shares in the company in May, 1864. The articles of association provided that a transfer of shares not fully paid up must not be made without the leave of the directors, and that unless the directors, within ten days after notice of an intention to transfer being given them, expressed disapproval of the transfer, it would be valid. Weatherby affected to transfer his shares without giving any notice.

Osborne Morgan for the applicant.

Southgate, Q.C., and *Wickens*, for the official liquidator.

LORD ROMILLY, M.R.—He gave no notice. The rules requiring notice are to prevent secret transfers, and the object of the applicant was to effect a secret transfer. The petition is dismissed with costs.

July 6, 31.

FELTHOUSE *v.* BAILEY.—*Specific performance.*

The plaintiff was lessee of a house at Notting-hill. The defendant agreed to take an under-lease for a term of twenty-one years, and articles of agreement were drawn up; but he now refused to execute the agreement on the ground of the bad repair of the premises. On this point a good deal of conflicting evidence was brought on both sides. The bill prayed for specific performance of the agreement, and stated that all the repairs agreed to be effected were complete, except three trifling particulars.

Jessel, Q.C., and *Fischer*, for the plaintiff, cited *Chaplin* v. *Gregory*, 34 Beav. 250; *Tildesley* v. *Clarkson*, 30 Beav. 419; *Hart* v. *Windsor*, 12 M. & W. 68; to show there is no warranty of a house.

Selwyn, Q.C., and *Chitty*, for defendant, contended that the suit was beneath the consideration of the Court, since the only performance which could be enforced was for three years: *Clayton* v. *Illingworth*, 10 Hare, 451; *Clarke* v. *Grant*, 14 Ves. 519; *Woollam* v. *Hearn*, 7 Ves. 211. The house was not in repair, and in the case of a house for residence, time is of the essence of the contract: *Levi* v. *Mindo*, 3 Mer. 81. Our answer put in issue the details of bad repair, and particular allegations cannot be met by a general denial.

Jessel, Q.C., in reply.—The defendant never gave up possession to his landlord, and is therefore bound to stand by the agreement.

July 31.—LORD ROMILLY, M.R., now stated that he intended to dismiss the bill with costs. He had directed certain inquiries as to the state of the property to be

made. The result of these inquiries had not yet been made known. When it was, he would supply the parties with copies of his written judgment.

Solicitors, *Rickards & Walker.*

July 25, 28, 31.

TROUP *v.* RICARDO.

Suit to set aside a sale.

This suit was instituted to set aside a sale of property at St. Leonards, on the ground that it had been sold below its proper value.

The sale was made by a mortgagee of the property. It was made by auction on the 3rd of May, 1855. The property was sold in one lot, and in London, and the plaintiff now complained that, being building land, competition ought to have been attracted by putting it up in several lots, and that the sale ought to have taken place at Hastings, where the property was better known than it would be in London. It was also objected that the solicitor who conducted the sale was a partner in a building speculation which had purchased part of the property.

Sir Roundell Palmer, Q.C., Selwyn, Q.C., Baggallay, Q.C., Southgate, Q.C., Lewin, Martineau, Druce, Downing Bruce, and *Darby,* appeared for the various parties interested.

July 31.—LORD ROMILLY, M.R., said that the facts were so much disputed that he thought it was a proper case for a jury. It would be proper that the case should be heard before a judge who had not gone into the facts at all. He directed three issues to be tried, and suggested that it should go before the Chief Justice of the Common Pleas and a common jury.

July 30, 31.

WALLACE *v.* ATTORNEY-GENERAL.

This suit arose upon the construction of a bequest in a will to the "Hospices" of London and Paris.

There were several adjourned summonses as to whether different institutions came within the rules of construction which his Lordship had laid down in his judgment in the suit.

Streeten appeared for the Brompton Hospital; *E. E. Kay* for Guy's Hospital and the Middlesex Hospital. They alleged that it was one of the objects of these hospitals to make a permanent provision for incurable patients.

LORD ROMILLY, M.R., said that they did not come within his rule, as the permanent provision for patients was not a principal object of the institutions in question.

Bagshawe appeared for St. Luke's Hospital.

His Lordship said that it did not come within the rule as it was not a gratuitous institution.

Kenyon, Q.C., applied for the House of Charity at Soho, the object of which was to afford temporary relief to children left destitute by their parents, and to provide for old people in a destitute condition.

His Lordship held that, as the latter was not the principal object of the institution, it did not come within his rule.

Bagshawe appeared for the Convent at Carlisle-place.

His Lordship held that it did not come within his rule, because it had not a sufficiently permanent character. It was an association which might be dissolved at any time.

Baggallay, Q.C., and *Beck,* appeared for the House of Occupation in connection with Bridewell Hospital.

His Lordship said that as the object of this institution was not punishment, but to take care of prison boys, he thought it came within his rule.

Bagshawe appeared for the Catholic Almshouses at Chelsea.

His Lordship held that it did not come within his rule, as the maintenance provided was not gratuitous.

Jessel, Q.C., appeared for the Governesses' Benevolent Institution.—There were three branches of this institution, one of which was to provide for infirm and destitute governesses, and the application was in respect of this object.

His Lordship held that as this was only one, and not the most important of the objects of this institution, it did not come within his rule.

E. Charles appeared for the London Female Penitentiary.

His Lordship held that this institution did not come within his rule, inasmuch as its object was not to provide for persons physically incapable of taking care of themselves.

E. Charles also appeared for the Guardian Society.

His Lordship excluded this charity upon similar grounds to those on which he proceeded in the last case.

Southgate, Q.C., appeared for the British Asylum for Deaf and Dumb Females.

His Lordship said that he felt no doubt about its object being to relieve a permanent infirmity, but he had not sufficient information as to the relief being gratuitous.

Baggallay, Q.C., appeared for the executors.

Wickens represented the Attorney-General.

Solicitors, *Baily, Shaw, Smith & Baily, Woolacott & Leonard, Sewell, Sewell & Edwards.*

July 31.

RE THE CLEVELAND IRON COMPANY.—This was an application by a contributory, who was also a creditor, to set off a call of £2,000 against a debt due to him from the company of £8,000. On the part of the official liquidator it was contended that he must pay his call and then come in as a creditor.

Baggallay, Q.C., and *Swanston,* appeared for the applicant.

Selwyn, Q.C., and *Graham Hastings,* for the official liquidator.

LORD ROMILLY, M.R.—The applicant is entitled to set off the debt against his interest in the concern, but if there is a deficiency he can only set off the amount of dividend to which he is entitled. He must prove for the whole amount of his debt, and then set off the amount of the dividend payable to him against the call due from him. The costs of the application will be costs in the winding-up.

VICE-CHANCELLOR KINDERSLEY.

July 10.

EMBLETON *v.* FOGG.

This bill was filed to put a construction upon the will of William Gattie, dated 20th July, 1814, whereby he gave certain legacies, and certain books to his daughter Louisa Theodosia Pierce, stating that his reason for excluding her from any further benefit was, that he had given to her husband, Clement A. Pierce, certain benefits, which he referred to. He then gave and bequeathed to each of his six youngest daughters, Emma Maria, Harriett Smitherby, Elizabeth, Caroline, Georgiana, and Julia, £1000 each, to be paid at the end of the year 1817, or their marriage, with interest from his death, and, in addition, £20 to each who shall remain unmarried at the end of 1817, at which time or day of marriage the payment of such annual sums should cease. The testator then gave to Robert Foulder, Robert Fog, and James W. Martyr, their executors, administrators, and assigns, all his leaseholds in Piccadilly, Brook-street, London, and the residue of his stocks, funds, life annuites, securities for money, profits, trade and book debts, and debts of every description, and all his personal estate, not otherwise disposed of, upon trust to get in the income from time to time, the book debts, &c., and after paying ground-rents, and payments incident to the property, and insurances which he held, out of the income to pay the £130 or £80 annuity to his wife, unless she married again, for her separate use, and the interest on the legacies of £1,000, and £20 each to his six youngest daughters. There was then a trust to invest the surplus income, and the principal, and the debts, &c., and the leaseholds, and all other personal estate, whenever it should amount to £100, until the 31st December, 1817, to accumulate till that day. And from that time after payment of the legacies to his six youngest daugh-

ters, or their personal representatives, if dead or married, he directed the trustees to stand possessed of such personal estate, dividends, rents, &c., on trust to pay his wife's annuity, in case she should be then living, and pay the residue of the income, rents, &c., after the decease of his wife, and the whole unto his six youngest daughters as should be then living, for their lives, equally to their separate uses. And after the decease of such of his several daughters as should have lawful issue, in trust to assign the estate, leaseholds, &c., to the children or child of his said daughters so dying, who should attain twenty-one or be married, equally, when they should attain that age, or marry *per capita* and not *per stirpes*, with the shares, rents, dividends, &c., to which their parents was or were entitled to; with trusts for maintenance. Provided that, in case any of his said daughters should happen to depart this life without leaving lawful issue surviving, who should attain twenty-one or marry, the shares of her said daughters, and their interest in the residuary personal estate should go to the survivors equally and if but one, on trust to pay to such surviving daughter, her executors, administrators, and assigns, whether single or married. And after the decease of his six youngest daughters and their children under twenty-one and unmarried, then on trust, to transfer all his personal estate to the children of his daughter Louisa Theodosia Pierce, who should attain twenty-one equally, and if only one, to such one; and if all such children died under twenty-one and unmarried, then the testator's personal estate was to be divided amongst his next of kin. The testator died in 1814, leaving his wife and seven daughters surviving, only possessed of the leaseholds in Brook-street. The wife died in 1830, and all the daughters were dead. The trustees during the lives of the six, paid them the interest under the will, and advanced various sums to their children, there being now children of four, and at length, the trustees being dead, the representatives considered it expedient to take the opinion of the Court, and filed this bill, asking for a sale, the question being, Whether there was an intestacy, and whether the word "survivor," could be construed "other."

Bailey, *Q.C.*, and *Bury*, appeared for the plaintiffs.

Glasse, *Q.C.*, and *H. Colt*, for all the children, contended that the word "survivor," meant "other," and there was no gift over by implication.

Clarke, for parties in the same interest, took the same view, and argued that there was no intestacy.

Osborne, *Q.C.*, and *Fischer*, for the children of Louisa Theodosia Pierce, insisted that there was an intestacy as to the gift to her children.

Glasse, *Q.C.*, in reply, cited *Stevens* v. *Hale*, 2 Dr. & Sm. 22, 10 W. R. 418; *Holland* v. *Allsopp*, 29 Beav. 498, 9 W. R. 683; *Re Tharp's Estate*, 1 D. J. S. 453, 11 W. R. 763; *Re Keep's Will*, 32 Beav. 122; *Doe* v. *Wainwright*, 5 T. R. 427; *Lowe* v. *Land*, 1 Jur. 371; 2 Jarm. Wills. 458, ed. 1861; *Re Corbett's Will*, John, 591, 8 W. R. 257; *Hodge* v. *Foot*, 34 Beav. 349; *Parson* v. *Coke*, 4 Dr. 296, 6 W. R. 715; *Harman* v. *Dickinson*, 1 Br. C. C. 91.

KINDERSLEY, V.C., said that this will was a mass of inconsistencies, and very difficult to construe to give any meaning, but his opinion was that the testator intended that each of his six youngest daughters should have a share for her life, and on the death of any one of them, leaving children, whether they married and attained twenty-one or not, it was to be for the benefit of that child, and if any attained twenty-one or married, their shares clearly vested; but if not, and all died, they were not entitled to any share, except that where the shares were presumptive they were to have maintenance. If a daughter died without children, or where such children died under twenty-one unmarried, the survivors took that share, not absolutely, otherwise the ultimate limitation over would not take effect, and that was paramount; and therefore, notwithstanding the violence done to the language, the survivorship was not an absolute interest, but for life only, and after the death of the issue on the same conditions, so that the word "survivor" meant "others, or other," and did not include Mrs. Pierce. On the whole, the children of the four daughters of the six would be absolutely entitled.

Solicitors, *Holmer*, *Robinson*, *& Stoneham*.

July 26, 27, 30.

TURNER *v.* MARRIOTT.—This was an adjourned summons on seven objections to the title of the plaintiff to Berkeley Chapel, which he had sold to the defendant, against whom he had got a decree for specific performances. The objections which were the only ones argued, related to selling beer and spirits in the vaults, allowing an insurance to drop, and not registering certain mortgage deeds.

Glasse, *Q.C.*, and *A. Dixon*, appeared for the plaintiff; *Baily*, *Q.C.*, and *Fry*, for the defendant.

Glasse, *Q.C.*, was heard in reply.

July 30.—KINDERSLEY, V.C., (having taken time to consider the objections), now said that it did not distinctly appear that Earl Fitzhardinge was the landlord, and as the waiver of the breach of covenant depended on receipt of rent by the landlord, a good title could not be made as to the point of the dropping of the policy. As to the sale of beer, &c., that depended not on the original but an under lease, and was a valid objection. As to the non-registration, that was a question of title and not mere conveyance. As the certificate was not signed, the matter must go back to chambers.

July 29, 30, 31; Aug. 1.

SEATON *v.* GRANT.—This was a motion for injunction. The bill was filed by Charles Seaton on behalf of himself and all other the shareholders in the Credit Foncier and Mobilier of England (Limited), except the defendant Albert Grant, against Albert Grant, George Edward Seymour, and the company. The bill stated that the company was incorporated under the Act of 1862, with a nominal capital of £2,000,000, in 100,000 shares of £20 each, the defendant Grant being the managing director, the plaintiff being a shareholder and a holder of one debenture; that in 1864 a company, called the City of Milan Improvements Company (Limited), was incorporated and registered under the Act of 1862, with a nominal capital of £600,000, in 20,000 shares of £30 each, 5,000 being issued as fully paid, and that on the remaining shares £5 per share had been paid, and another call of £5 had been made on the 17th of May, 1866. That Seymour was director and chairman of the Milan Company, and in 1865 Grant arranged with him to form a syndicate and to purchase on their joint account a large number of shares in the Milan Company for the purpose, as it was alleged, of raising them to a premium in the market, and re-selling them and dividing the profit. That the term "syndicate" meant a joint adventure in stocks or shares of a company, the management of which was confided to one of the parties, the adventure to be terminated at a time specified, when the profit or loss was ascertained and shared, and the syndicate dissolved. That the defendants Grant and Seymour purchased 12,129 shares, and paid for them or part of them out of moneys belonging to the Credit Foncier Company, anticipating a profit, the shares being at a premium. The bill then alleged that Grant and Seymour procured several persons to be named in the register of the Milan Improvement Company as the holders of 12,129 shares, and specified these persons by name, and the number of shares they held, and the liability in respect of such shares. The bill then alleged that these shares had been paid for, as far as payment had been made, out of the funds of the Credit Foncier, and that no holder of the shares except one was able to pay for them; that Seymour had given to Grant cheques, which were paid, and a promissory note and two bonds, which were in the hands of the company and unpaid; and that Grant and Seymour purchased the Milan shares as a private speculation, and not on account of the Credit Foncier; that the Milan Company shares were at a discount and unsaleable, and a heavy loss had accrued; and that Grant had borrowed £80,000 of the Credit Foncier to purchase the shares. There were allegations that Seymour and Grant had kept up the price of the Milan Company's shares by loans from the Credit Foncier, but that in May last the Milan Company's shareholders insisted on a call of £5 per share, and that on such call being made the shares fell, when Grant and Seymour alleged that they had been purchased by them on behalf of, and that they belonged to, the Credit Foncier, whereas the bill alleged that Grant and Seymour had purchased them for themselves, and ought to be decreed to pay for them. It was then alleged that it had been arranged that Grant should deliver up to Seymour his note and bonds and other documents now held by the Credit Foncier, and it was charged that such delivery up would be a breach of trust and a fraud. It was further charged that by these means large sums had been withdrawn from the Credit Foncier's funds, and that the present directors refused to call Grant and Seymour to account. That Grant and Seymour had concocted a scheme to reconstitute the Credit Foncier by altering the £20 to £10 shares, and, in fact, to dissolve it and form a new company, and transfer all its assets and liabilities to the Milan Company, which the bill alleged was a device which would not relieve the plaintiff and the other shareholders from

their liabilities. The bill then prayed a declaration that the 12,129 shares of the Milan Company belonged to Grant and Seymour, and that they might be ordered to repay to the Credit Foncier all moneys of the company expended in purchasing the shares, and indemnify the company, and asked for an injunction to restrain Grant and the Credit Foncier Company from purchasing 3,900 further shares of the Milan Company out of the moneys of the Credit Foncier, and from delivering their note and bonds to Seymour, and to restrain Grant and the company from handing over its assets to any other company or person until all the debts and liabilities of the Credit Foncier had been discharged; and that the defendants might pay the costs.

A circular had been issued with respect to the reconstitution of the company on the 3rd of July last, and on the 21st another was circulated calling a meeting, which was to take place, and did take place, on Monday, July 30th, 1866, at Exeter Hall. Two affidavits were made in support of the motion by the plaintiff and a Dr. King, a shareholder in the Milan Company; and by Mr. A. Lowe, the secretary to the Credit Foncier, in opposition to the motion. Mr. Lowe absolutely denied the collusion charged against Grant and Seymour, and swore that the shares in question were not purchased by Grant, but by the company through Grant, and that the holders of the shares were nominees of the company. It was also in evidence that the note-bonds had been given up to Seymour.

The defendant's case was that it was totally untrue that Grant and Seymour, acting in collusion, had concocted a scheme to reconstitute and dissolve the Credit Foncier, and transfer all its assets and liabilities to the Milan Company, although the directors had long contemplated its reconstruction by forming a new company. That the plaintiff held only five shares, and was only registered on the 16th of July, and that the shares were purchased for the express purpose of filing this bill, the object of which was, by the most unfounded statements, to drive the shares of the Credit Foncier down in the market, and take advantage of such fall, and also to induce parties to buy off the plaintiff. Moreover, the plaintiff, when the bill was filed, was not a debenture holder at all, although, perhaps, he had applied for a debenture. Moreover, there was nothing to show any intention either to purchase further Milan shares, or to hand over the assets of the Credit Foncier without paying its liabilities.

Glasse, Q.C., and *Cracknall*, appeared for the plaintiff.

The Attorney-General, *Fooks*, and *Waller*, for the Credit Foncier Company.

Baily, Q.C., and *Speed*, for Mr. Grant.

KINDERSLEY, V.C., referred to the facts of the case, and said that there were three things asked by this motion—first, to restrain purchasing further Milan shares; secondly, to restrain the delivery up of the notes, bonds, &c., to Seymour; and, thirdly, to restrain the handing over the assets of the Credit Foncier without discharging the liabilities. He would not say whether the facts alleged were proved or not; but upon carefully reading the evidence it appeared to him that it failed to show any intention to purchase the further shares, and therefore, so far, the injunction could not be granted. As to the delivery up of the note-bonds, &c., it was sworn that as far as the company was concerned they had been delivered back, and all transactions ended, so that that part of the injunction could not be granted. It was, however, somewhat surprising that the plaintiff should have sought to restrain the delivery up, considering how he spoke of them in the bill—considering them, in fact, as a *damnosa hereditas*. As to the third point, *primâ facie* there was something reasonable, and, for aught that appeared legitimate, in the plan for reconstituting the company; the shareholders being, as it was said, sensitive on the subject, and it was to soothe their minds. At the bar a deposit of Milan shares, as well as the note and bonds, was alleged, but the bill said nothing about it, except that the words "other securities" were used. Now, on the third point, there was nothing to prevent the company from dissolving itself and appointing liquidators, if it were done according to the Act of Parliament. But, no doubt, it had no right to hand over to a new or any company its assets without paying or providing for the payment of its liabilities. Was there such intention? The affidavits and cross-examination were not very satisfactory, but his Honour found no ground for supposing such an intention. It was hardly conceivable that such a large number of shareholders, said to be so sensitive, would allow the assets to be handed over without providing for the payment of the liabilities, and thus far there was not sufficient ground for the injunction on that point.

But, independently of all this, there was another ground on which alone the motion must be refused. The plaintiff was without occupation, except that of dealing in shares—a species of gambling by which some gained and many lost. Having considered this matter for two months, he determined to file this bill by the advice of his solicitor, as he said, and, having previously bought these shares, he on the 16th of this month got himself registered for the first time for five shares, in order, as he said, to put himself in a condition to file this bill, whereby he hoped to recover former losses. In this bill there was not a word adapted to this recovery of loss, and therefore, being under no previous liability, he made himself liable in order to file the bill. Could the Court, on an interlocutory application, assist a person so situated? Clearly not. This summary jurisdiction was to assist those who needed it with promptitude; but all the grounds for relief having failed, the motion must be refused with costs.

Solicitors, *R. Smith; Newbon, Evans, & Co.*

RE THE CORK AND YOUGHAL RAILWAY COMPANY.—In this case, which came on upon a petition to wind-up, it will be remembered that the Master of the Rolls made an order to wind-up, which was discharged by the Lords Justices, partly on technical grounds, and partly that the petition was advertised before it had been presented. A special Act of Parliament had been passed in the present session to wind-up the company, and the order at the Rolls was made on the petition of the Hamburg Bank. The present petitioner was a proprietor of stock.

Glasse, Q.C., and *Higgins*, appeared in support of the petition; *Roxburgh*, for Messrs. Overend, Gurney, & Co., who were creditors to the amount of £300,000.

KINDERSLEY, V.C., made the order to wind-up, and directed the costs to be paid out of the fund, including the costs of Messrs. Overend, Gurney, & Co.

July 31.

IN RE THE PRESTON BANKING COMPANY.—*Karslake* asked for a transfer of this winding-up petition to the paper of the Master of the Rolls.

KINDERSLEY, V.C., granted the application.

WYATT *v.* STRONG.—The question on this petition, which was for the distribution of a fund of £600, arose under the will of Martha Wyatt, a most extraordinary document, containing no less than 144 blanks, whereby, *inter alia*, she gave £220 principal then in the Crabb-tree Turnpike, Plymouth, to trustees, viz., the vicars of St. Andrew's and Charles Churches, Plymouth, to remain for ever; the interest to be laid out in coals to be equally divided among the poor of the old church twelves, St. Andrew's, Plymouth, and the poor of the new church almshouses (parish of Charles, Plymouth) during the winter quarter in every succeeding year; the vicars were requested to be trustees. Then followed two other gifts of £12 each—one to the Orphans' Aid Charity School, Plymouth, and the other to the Plymouth Greycoat School. These, it was admitted, were void, as the turnpike bonds savoured of realty, but all but one had been converted into money and invested.

Owen, *Hatchard*, and *Renshaw*, appeared for the different parties.

KINDERSLEY, V.C., was of opinion that as to the bonds which had been converted, those gifts were valid; but as to the bond which remained in specie that part of the gift was void.

Solicitors, *Walters & Gush.*

WIGG *v.* O'BEIRNE.—*Waller* asked for an *ex parte* injunction to restrain the parting with two valuable engines which had been removed from Northfleet, where they were, and which the defendant intended to sell. The plaintiff and defendant were both inspectors under an inspectorship deed entered into with respect to the creditors of Mr. Mare, the well-known shipbuilder, and the engines, being left at Northfleet, had been removed, and, after some correspondence between the inspectors and directors, it appeared that the defendant claimed a right to retain them pending a claim by Messrs. Martin, the bankers, in respect of advances made by them, and he stated that he had no other security.

KINDERSLEY, V.C., made the order on the usual undertaking as to damages, and gave leave to give notice of motion for Thursday next, observing that it was merely a permission, inasmuch as there were enough matters already in the paper to occupy the Court until its rising.

Aug. 3.—*Waller* again applied in this matter for the injunction, and stated that the plaintiff having offered to allow the motion to stand over till Michaelmas term, if the defendant would undertake not to deal with the engines, the defendant's solicitor wrote to him, telling him that it was an offer he ought to accept, but he neither replied to that letter nor did he now appear.

KINDERSLEY, V.C., made the order.

Solicitor, *T. W. Starkey.*

Aug. 1.

ROSS *v.* ROSS; RE ROSS'S TRUST.—The question in this petition was as to the construction of an agreement for compromise. £3,000 Stock was given by the will of James Ross to trustees, on trust for the testator's widow for life, with remainder to the children of his brother, Thomas Ross, and there was a gift of the residue to the eight children of Thomas Ross. Administration, with the will annexed, was granted to Jane Ross, the mother of the eight children, during their minorities, and, on the eldest attaining twenty-one, administration *de bonis non* was granted to Susannah Ross, one of the children. The bill was filed in 1849 against two of the residuary legatees, for an account of the estate, embracing the rents of an estate devised, which was held by the trustees of James Augustus Ross, the eldest of the eight children. Pending the suit, the trustees of the £3,000 paid it into court, under the Trustee Relief Act, to a

particular account. A compromise was come to, the terms being that £1,000 should be paid by the defendants, in satisfaction of the claim of James Augustus Ross, and £500 secured to him on their shares in the £3,000 trust fund, of which the testator's widow was tenant for life. The memorandum of compromise stated that these sums of £1,000 and £500 should be in satisfaction of all claims against the defendants in respect of the suit, or personal estate of the testator, James Ross, and that, for the purpose of carrying this arrangement into effect, proper releases and assignments should be executed. When the deed for the settling the compromise came to be prepared and laid before counsel, it was suggested that it should be made clear on the face of the draft that the sums so paid, as a compromise of the suit, were irrespective of the shares of James Augustus Ross himself in the £3,000, and that proviso being objected to by the defendants it was arranged that the question should be discussed as if a bill for specific performance had been filed, and that, on a petition being presented for distribution of the fund on the death of the tenant for life, if the Court should be of opinion that James Augustus Ross could resist specific performance, it should be treated as not including his shares in the £3,000.

Baily, Q.C., and *Renshaw*, appeared for the petitioner.

Hughes for Mr. and Mrs. Norman, respondents.

Bevir for an incumbrancer.

C. C. Barber for Mr. Dale, another respondent.

KINDERSLEY, V.C., referred to the facts and said that why the meaning was not expressed in a complete sentence he could not understand. There was an uncertainty in the most material term, and, therefore, without going into the question of extrinsic evidence, this was a case in which this Court could not decree specific performance. The fund must be divided into eight parts.

Aug. 3.

CHAPMAN *v.* BROWN.—This was a petition for payment out of Court of £500 a-year, part of the income of the estate of the late Mr. Raggett, proprietor of White's Club-house in St. James's-street.

A. E. Miller and *Everitt* appeared for the petition; *Glasse, Q.C., Osborne, Q.C., Renshaw*, and *Bathurst*, for the other parties.

After some discussion, it was arranged that £600 should be paid out without prejudice, and the rest of the petition to stand over.

AUSTEN *v.* FARQUHARSON.—*Baily, Q.C.*, and *Cotton*, appeared on an adjourned summons asking for a receiver, a Mr. Bennett being proposed on the one hand, and a Mr. Daniel on the other. Mr. Bennett was a land surveyor and an independent person—that is, having no interest in the estate; Mr. Daniel was a surgeon and one of the trustees. There appeared to have been some differences.

Osborne, Q.C., and *Jolliffe*, proposed Mr. Daniel, who was to act without salary.

KINDERSLEY, V.C., said he never remembered to have heard four counsel before on a question of mere fitness. All he should consider was what was most for the benefit of the infant. His opinion was that the fact of Mr. Daniel acting without salary was more than balanced by Mr. Bennett's being a surveyor and an independent party. He must, therefore, be appointed. A receiver was an officer of the Court, and if he misconducted himself this Court would remove him. Both parties here were perfectly respectable.

RE VENTNOR HARBOUR COMPANY.—This was a summons for the produce of documents. The company was being wound up.

Robinson appeared on the summons.

Glasse, Q.C., and *Higgins*, opposed it.

KINDERSLEY, V.C., authorised the matter to stand over on production of all documents which were admitted to be in the possession of the party called on to produce. The official liquidator on a sale to bring £2,000 into court, not to be dealt with without notice to such party.

Aug. 2, 3.

LORD *v.* COLVIN.—This case, which has been before the Court for so many years, now came on upon a petition, having for its object, in substance, the winding up of the suit and division of the fund, amounting to upwards of £150,000, subject to certain reservations. These suits (for there are no less than eight under the above general title, besides many more in different branches of the court) relate to the estate of the late Dr. Peter Cochrane, of the Indian medical military service. The main questions in the original and supplemental suits were what was the domicile of Dr. Cochrane, and whether he had ever been legally married to a native Indian woman known as Bebee Cochrane, or Raheem Bebee, some ceremony having been alleged to have taken place twice in the neighbourhood of Lucknow and Cawnpore, attended with rejoicings, fireworks, &c. She was also called his housekeeper, and had a daughter, afterwards Mrs. Susan Moorhouse, who would, if legitimate, have been entitled, in the events which had happened, to the whole estate; or at all events her issue, if she had had any, would have been so entitled. Dr. Cochrane, subsequently to his connexion with the Raheem Bebee, married a Miss Fearon, and by her had two sons, Peter and John, who both died intestate, Peter having married, and his widow having subsequently twice married, the plaintiff being her third husband.

Various other questions arose in the suit as to Dr. Cochrane's will, as to the domicil of Peter Cochrane, his son, under the Thellusson Act, &c., and an Act of Parliament was passed having in view this very case, to enable this Court to send questions of Scotch law to Scotland for decision, and that was acted upon in this suit, and several questions so decided. Commissions to India and elsewhere had been ordered, and also to examine witnesses, and the costs incurred had been very large. Ultimately his Honour, in a judgment which lasted an entire day, decided that Dr. Cochrane's domicil was Scotch, and that no marriage with Raheem Bebee was proved. The plaintiff had administered to the estates of his wife (now dead), of Mrs. Cochrane, and the two sons, Dr. Cochrane being otherwise represented. Mrs. Moorhouse was dead, never having had a child, and the plaintiff was now entitled (subject to incumbrances) to a moiety of the fund in his representative character, and the next of kin of Peter Cochrane, the son, to the other moiety. The petition dealt with all that has occurred with great minuteness, especially with the question of costs; and certain sums were reserved to meet Government duty and costs.

Anderson, Q.C., E. F. Smith, Q.C., Baily, Q.C., Glasse, Q.C., Osborne, Q.C., Dickinson, Q.C., W. Morris, Cottrell, L. Mackeson, Crouch, Mander, Davey, Cotton, W. Pearson, Everitt, and *Wolstenholme*, appeared for the various parties.

KINDERSLEY, V.C., said that in consequence of the discussion which had taken place, every point had, in fact, been settled. £10,000 would be reserved to answer the claims of the Crown for duty, and the other sums would be carried over to the various accounts of assignees, incumbrancers, &c., and the costs would be provided for.

This virtually is the end of this well-known suit.

VICE-CHANCELLOR STUART.

July 2.

CRUMP *v.* MORETONHAMPSTEAD AND SOUTH DEVON RAILWAY COMPANY.

The bill in this case was filed for the purpose of having a certain agreement, as to the terms upon which the defendants were to take the plaintiff's land, made an order of the Court; to obtain a declaration that the true construction of the agreement was that the plaintiff was not bound to accept the compensation for severance in shares of the company; and that a memorandum, alleged to be in the nature of an award, and made in pursuance of the aforesaid agreement might be declared invalid and given up. The plaintiff was an owner of land through which the defendants' line passed, and the agreement containing the terms on which his land was to be taken, provided that the agricultural value of the land, and all reasonable accomodation works should be settled as between all parties by a Mr. Hooper, and that the amount payable for the land required should be satisfied by the allotment of its value in paid-up shares of the company. In accordance with this agreement Mr. Hooper duly valued the land which he, as alleged, stated to the plaintiff to be worth £1,000, exclusive of residential and severance damages. The company not being satisfied with this valuation, urged Mr. Hooper to make a re-valuation, and he, without the concurreuce of the plaintiff, deputed a Mr. Drew to make a fresh valuation both of the value of the land and the residential and severance damage. This valuation, dated the 25th day of May, 1864, Mr. Hooper adopted, and the company proposed to treat the memorandum containing it as a final award under the agreement or submission of the 17th September, 1862. The memorandum was signed by Hooper, and determined the sum of £900 to be the agricultural value of the land taken, and the sum of £640 to be the amount payable for severance and other damages. These two sums the company subsequently tendered to the plaintiff in paid-up shares, but he refused to accept them on the ground that the agreement of September, 1862, bound him only to take the agricultural value of the land in shares, that he was entitled to be paid all severance and other damages in cash, and that the memorandum of May, 1864, had, under the circumstances, no binding effect. The present bill was filed for the purposes before stated.

Malins, Q.C., and *Kekewich*, for the plaintiff.

Greene, Q.C., and *Wickens*, for the defendants, argued

that the agreement of September, 1862, was not an award within the meaning of 9 & 10 Will. 3, c. 15, and that there was therefore no jurisdiction to make it an order of the Court. Courts of law would not make such an agreement a rule of Court, and a court of equity will act in analogy to the practice of those Courts: *Smith* v. *Whitmore*, 1 H. & M. 576. The bill prayed also a declaration of a mere legal right. The power of the Court to make such a decree was doubtful: *Trustees of Birkenhead Docks* v. *Laird*, 4 D. M. G. 738; *Jackson* v. *Turnley*, 1 W. R. 461, 1 Dru. 617. The plaintiff has wholly mistaken his remedy.

STUART, V.C. (after reviewing the facts of the case, which he held to be clearly such as to give the plaintiff a substantial case for the aid of the Court), said that he was clear as to the jurisdiction, and that the plaintiff was clearly entitled to a decree setting aside the document of May, 1864, so far as it attempted to fix the consequential damages, he submitting, however, to take the £900 worth of shares as the agricultural value of the land; plaintiff to be at liberty to take such proceedings as he might be advised as to recovering the amount of severance and other damages. The defendant must pay the costs of the suit.

Solicitors for the plaintiff, *Coode, Kingdon, & Cotton.*

Solicitors for the defendant, *Whiteford & Bennett*, of Plymouth.

July 13.

HARRISON *v.* WARDELL. WARDELL *v.* HARRISON.

By a settlement made on his marriage Mr. Wardell appointed £300 a-year to his intended wife in case she survived him and remained unmarried. He further directed that the said annuity should be for or in the nature of a jointure, and in lieu, bar, and full satisfaction of or for all dower, free bench, and thirds, which the wife could or might have or be entitled to out of all or any of the hereditaments whereof Mr. Wardell then was or might, during the said intended coverture, be seised for any estate of inheritance in possession, or for any other dowable estate. Mr. Wardell died in 1856, intestate, leaving his widow and five children surviving. Mrs. Wardell had remained unmarried, and administered to his estate. A question was now raised as to whether the clause relating to dower excluded the widow for her share of the intestate's personal estate.

Bacon, Q.C., Malins, Q.C., Greene, Q.C., Batten, Bedwell, Fischer, Cookson, Ince, and *Murray Browne*, appeared in the case.

The Vice-Chancellor held that the clause had no operation to exclude Mrs. Wardell from her distributive share in her husband's personal estate.

July 26.

EVANS *v.* CAMBRIANS RAILWAY COMPANY.

Malins, Q.C., moved, on behalf of an unpaid vendor of land to the company, for a receiver of the tolls of the company, and for an order to restrain the North Western Railway from running over its line.

No counsel appeared for the defendants.

Speed for the North Western Railway Company.

STUART, V.C.—Let there be an order to pay the money on or before the 15th August.

COURT OF BANKRUPTCY.

Aug. 8.

(Before Mr. Commissioner HOLROYD.)

BINNS *v.* BUTLER.—This was an application for leave to render process available against the defendant in respect of three several judgments obtained by the plaintiff.

Reed appeared in support of the application.

Bagley, for the defendant, took two objections:—1st, that the notice of motion did not state upon whose behalf the application was made; 2ndly, that the joint-affidavit, filed in support of the application, was wanting in the ordinary character of a joint-affidavit, because it did not show by which deponent the allegations contained in it were made. Thus the deponents jointly swore to facts which could not possibly be within the knowledge of both of them.

Reed contended that unless it could be shown that the affidavit was untrue in some material particular, the Court was bound to receive it *quantum valeat*.

Bagley.—It would be impossible to indict either of the deponents for perjury upon the affidavit as it now stands.

The Court thought each deponent should say to what particular fact he deposed, and if both deponents swore to certain facts, that should distinctly appear. The notice of motion was also objectionable, upon the ground that the name of the applicant was not disclosed. The application would stand adjourned to another day, but the applicant must pay the costs.

LYDSTEN *v.* REED.—This was an application of a similar nature to the last.

R. Griffiths in support of the application.

Reed, for the defendant, objected that there was no evidence upon the affidavits that the plaintiff had signed judgment against the defendant, nor was the *postea* in the action produced.

R. Griffiths.—The affidavits disclose the fact of the plaintiff having obtained judgment, which is sufficient.

His Honour.—The foundation of the application is the judgment, and if there be no evidence of the plaintiff having signed judgment, I do not see how the present application can be supported. It seems to be admitted that the plaintiff has obtained a verdict against the defendant, but it does not follow as a matter of course that judgment has been signed; and, to make matters worse, the plaintiff does not produce the *postea*.

Adjourned at plaintiff's cost.

Solicitors, *Nash, Field, & Layton; F. W. Denny.*

RE BATTESBURY.—*Bagley* appeared in support of an application for an order to vacate or annul the registration of a deed of assignment executed by the debtor.

Reed, for the defendant, objected, on the ground that the affidavit in support of the application had not been served upon the debtor in compliance with the 17th rule. He said the present was one of the most important applications that could be made to the Court.

His Honour dismissed the application, with costs against the debtor.

Solicitor, *H. A. Reed.*

RE A TRADER DEBTOR SUMMONS.—*Reed* appeared in support of a trader debtor summons, calling upon the debtor to declare whether he admitted or denied a debt of about £600 due to the plaintiff.

Brough, for the defendant, objected that to the particulars of demand and notice requiring payment the residence and description of the plaintiff were not appended pursuant to the rules. The object of the trader debtor summons being the bankruptcy of the defendant, the greatest particularity must be observed.

The Court thought the objection fatal, but upon Reed's application, and it appearing that the residence and description of the debtor was disclosed in the body of the particulars of demand, although not appearing at the foot of them, granted leave to amend.

Solicitors, *Hawkins & Co.; J. B. Sorrell.*

Aug. 15.

(Before Mr. Commissioner HOLROYD.)

EX PARTE THE MERCANTILE AND EXCHANGE BANK. RE GILDER.

This was an application on behalf of the Mercantile and Exchange Bank, who were creditors of Frederick Robert Gilder, to the amount of £2,314, for an order upon Mr. Ray, the trustee under a deed of assignment executed by Gilder, for payment of a dividend of four shillings in the pound upon the amount of the debt. This case illustrated the difficulties so often attendant upon the due administration of an estate by deed. It appeared that the deed was registered so long ago as September, 1864, and a considerable portion of the estate had been realised by the trustee. To certain of the creditors, of whom he himself was one, Mr. Ray had paid the dividend of four shillings in the pound, but when the figures came to be investigated it was ascertained that there was not sufficient money in hand for payment of the whole of them. The present application followed. To complicate matters still further, Mr. Ray, the trustee, had also executed a deed of assignment for the benefit of his creditors, and one of the questions arising was whether Mr. Ray was personally liable to make good the amount of the dividend to such of the creditors of Gilder as had not been paid. The reading of the letters which had passed between the parties, and of the affidavit of the attempts which had been made by the solicitors for the bank to obtain payment, occupied some time. It appeared that promises had been repeatedly made by Mr. Baylis, at

one period solicitor for Mr. Ray, of payment of the dividend, but, as the learned counsel said, "those promises had not fructified." The question of *laches* arose, but nothing came of it.

Reed in support of the application.

Bagley for the trustee.

After some discussion, and it appearing that a sum of money was still in the hands of the trustee, and that a further amount might yet be realised, the Court made an order for payment to the applicants of three shillings in the pound, without prejudice to any further application to be made.

Solicitors, *Lepard; Cotterills.*

Aug. 16.

Mr. Commissioner Winslow presided for the first time, and heard a short list of applications. His Honour will remain in town for a fortnight, and Mr. Commissioner Goulburn will then sit in chambers until the 1st of October, when the regular sittings of the court will be resumed before Mr. Commissioner Winslow.

COURTS.

VICE-CHANCELLOR STUART'S CHAMBERS.

(Before Mr. PEAKE, Chief Clerk.)

Aug. 14.—*Re New Club Company* (*Limited*).—This was an application to remove a contributory from the list. The applicant applied for a share and paid £5 as a deposit, but having no shares allotted to him, he sent in a demand for the return of his deposit, which he received. Nevertheless he had been put upon the list and a call made upon him.

The matter was adjourned till the 5th of November.

E. Lewis for the contributory.

Kimber & Ellis for the official liquidator.

Re Overend, Gurney, & Co. (*Limited*).—The question in this application was whether the transferees or transferrors of several hundred shares were liable to a call of £10 per share about to be made. It was argued that under the 151st section of the Companies Act, 1862, the Court had full authority to interfere with the official liquidators. The parties desired to have the opinion of the Full Court, and did not want payment of the call during the vacation, when they could not appeal, to affect their right.

On the part of the official liquidators it was urged that the application was premature, and that the time to apply would be when the call was sought to be enforced.

Mr. PEAKE considered that the application should be made when the balance-order issued, but suggested that some arrangement might be made in order to save parties who had a *bond fide* case to take before the Lord Chancellor, from the inconvenience of paying calls which might ultimately have to be returned.

Lyon, Barnes, & Ellis for contributories.

Young, Vallings, & Co. for the official liquidators.

Re London and Bombay Bank (*Limited*).—In this case the chief clerk decided that advertisements for creditors to come in and prove should be inserted in several papers which he and the official liquidator agreed upon; and a draft of such advertisement was ordered to be submitted for approval.

Sheppard & Riley for the company.

Aug. 17.—*Prioleau* v. *The United States of America.*—In this case, on a cross-bill, two months' time was allowed to answer.

Gregory & Co. for plaintiffs.

Sharpe & Co. for defendants.

——*Re International Contract Company* (*Limited*).—In this case it appeared that no assets had as yet come to the hands of the official liquidator, with the exception of some doubtful bills of exchange, and it was stated that £2,000 would be sufficient to cover the liabilities.

The CHIEF CLERK said if it were agreed by all parties that £2,000 would pay the debts, as there were two liquidators, he should require four sureties (two for each liquidator) to the amount of £2,000 each; the draft recognizances to be brought in at once, and approved or otherwise on Tuesday next.

Solicitors, *Harrison & Lewis; Cunningham, & Abrahams.*

—— *Re Imperial Bank of China* (*Limited*) v. *The Bank of Hindustan* (*Limited*).—In this case it was alleged that the answer was extremely voluminous, charging deception, and seeking to set aside an amalgamation. Two months' further time was consequently asked to answer, and the same was allowed.

Harrison & Lewis for plaintiffs.

Flux & Argles for defendants.

Warren v. *Warren's Blacking Company* (*Limited*).—The nature of this suit was said to raise a question as to the right of the company to use the title of "Warren's Blacking Company." Several important amendments had been made in the bill; and a month's time to answer was asked.

Time granted, costs, costs in the cause.

Biller for plaintiff.

P. Wood for defendants.

Re London and Mediterranean Bank (*Limited*).—In this case a debtor to the bank applied that Scoles, the liquidator appointed by the Court, and Messrs. Maxwell & Routh, as trustees for the London and Mediterranean Bank, and holding as against the debtor's acceptances, 136 shares in the English and Swedish Bank, might be authorised to sell the same, in order to avoid a forfeiture. The applicant stated that he was able to find a purchaser of such shares at £12 each, who would pay a call of £5 per share now due upon them. Application granted.

Mackenzie & Co., for debtor.

Miller for Scoles.

Harrison & Lewis for three liquidators appointed by shareholders.

Costs allowed to Scoles, and refused to other liquidators not appointed by Court.

Attorney-General v. *The Poor of Isbury.*—This was an application by six poor men, inhabitants of almshouses, who were entitled to share rateably in a sum of 25s. per week. It was opposed, on the part of the supervisors, upon the ground that they had no funds in hand. The Master of the Rolls has made a decree directing certain inquiries, especially with reference to the application of a large sum of money fourteen years ago, said to have been improvidently spent.

On the part of the applicants it was said that personal feeling had been introduced into the matter, and that the charity was in no worse condition now than in 1500.

The Chief Clerk offered to make an order, by consent, to continue the payments to the poor men, but consent was refused.

Church & Co. for applicants.

Fearon & Co. for Attorney-General.

Rickards & Walker and *Janson & Co.* for supervisors.

Re Birmingham Banking Company.—The Chief Clerk in this case sanctioned compositions, one of 6s. 8d., and the other of 10s. in the pound, in the cases of two contributories who were stated to be unable to pay more.

Chilton & Co for liquidators.

Re Commercial Bank Corporation (*Limited*).—A very important question arose in this case. A winding-up order has been made in this country, the company being registered here, an official liquidator has been appointed; and he proceeded to nominate agents in Bombay where the company had an establishment. A petition was presented to the Bombay Court to wind-up the Bombay branch or agency; the Court made the order; and appointed the agents of the liquidator in England, liquidators in Bombay. Under these circumstances, a contributory applied that the official liquidator in this country might be directed to instruct his agents to ask the Bombay Court to rescind the order made, upon the ground that the local court had no jurisdiction, the matter being already *res judicata;* and that to act upon the order would operate as a conflict of jurisdiction.

On the part of the official liquidator it was urged that the step taken was only for the protection of the assets in Bombay, amounting to between £150,000 and £200,000, for the benefit of all the contributories and creditors; and that if it were removed judgment creditors would be let loose upon the company's property and obtain an undue advantage.

The Chief Clerk said—I do not propose to make any order. I shall direct that the official liquidator instruct his agents abroad to suspend as far as practicable the operations under the winding-up order as regards the determination of the rights of the parties otherwise than may be ancillary to the general winding-up in this country and the protection

of the funds and property of the bank. The question of the costs of the applicant will be reserved.

Freshfield & Co. for liquidator; *Wilkinson & Co.* for creditors; *Flux & Argles* for Bank of Hindustan; *Harrison & Beal* for contributory.

JUDGES' CHAMBERS.

(Before Mr. Baron BRAMWELL.)

Aug. 10.—*Lyons* v. *Pullinger.*—This was an application for the discharge of the defendant, on the ground that he was protected by the Court of Bankruptcy under a composition deed. He had made a deed, and when summoned to a county court it was alleged that the deed was bad. A commitment of forty days was ordered, and the defendant then made a second deed, under which he claimed his discharge.

It was submitted that the defendant was entitled to his release, but on the other side it was alleged that the creditors had released under the first instrument, but the answer was that the composition had not been paid. The summons to the county court was on the ground that the defendant had means of payment, and had committed an offence against the Act.

Mr. Baron BRAMWELL took a new view of the question. He considered that the commitment was as a "punishment," and not on a process to be reached by the composition deed. His Lordship dismissed the application for the discharge.

SHERIFFS' COURT, CITY OF LONDON.

(Before Mr. Commissioner KERR.)

Aug. 10.—*The Mercantile Lighterage Company (Limited)* v. *Earl & Co.*—This was an action to recover damages alleged to have been sustained by the negligent navigation of defendant's ship.

Mr. *Farnfield* appeared for the plaintiffs; Mr. *William Barnard* being counsel for the defendants.

Mr. *Barnard* said he had to raise a point before he could allow plaintiff's attorney to proceed with the case. He had to ask Mr. Farnfield if he was in a position to show that he was appointed under the seal of the company to appear for it on this occasion.

His HONOUR.—Well, Mr. Farnfield, can you show this?

Mr. *Farnfield.*—I cannot.

His HONOUR.—Then the case must be adjourned.

Mr. *Barnard.*—This case involves a most important point as to rights on the river, and I must apply for costs.

His HONOUR said that there was no resisting the point raised by Mr. Barnard, and defendant must have his costs under any circumstances.

Butler v. *Pinkerton.*—This was an action to recover the value of certain clothing stolen from the plaintiff whilst lodging in the defendant's house, defendant being described as a lodging-house keeper.

Plaintiff deposed that while he was lodging at defendant's house some thief got in and stole a quantity of clothes.

Defendant urged that he could not be held to be liable, as he was not responsible for any loss that occurred from thieves.

His HONOUR told plaintiff that he ought to have kept his door locked, so that thieves could not get in.

Plaintiff said that it was the duty of a lodging-house keeper to protect his guests, and endeavoured to apply the Innkeepers' Act to this case, but

His HONOUR ruled that the Innkeepers' Act did not at all apply, and that it was the duty of the visitor at a lodging-house to protect his own property.

Verdict for the defendant.

GUILDHALL POLICE COURT.

Mr. Thomas Morgan Gepp and Mr. Frederick Thomas Veley, solicitors, of Chelmsford, and Under-Sheriffs for the county of Essex, appeared before Alderman Carter to answer a summons taken out against them for publishing a defamatory libel against Mr. William Hey, a surveyor, residing at Penge, in Surrey.

Mr. *Montagu Williams* appeared for the prosecution, and Mr. *Philbrick* for the defendants.

Mr. *Williams* said it had been suggested that only one of the defendants could be held responsible, as the letter was signed by only one of them in the name of both, but until the evidence showed which that one was he was compelled to proceed against both. The defendants were both gentlemen of untarnished reputation, but he expressed his surprise and regret that they should have written the letter complained of. On the 1st of June Mr. Hey left his home at Penge on his ordinary business, and was, on his return, much surprised to hear that his wife, with whom he had, till recently, lived in happiness, had left his house. He found out the next day that she had gone to Mr. and Mrs. Barnard's, in Gower-street. They telegraphed to the Rev. G. B. Hamilton, chaplain of the gaol at Chelmsford, the father of the complainant's wife, and he came up to town and took her down to Chelmsford. A few days afterwards he wrote a letter to Mr. Hey, informing him where his wife was. Mr. Hey subsequently applied for a *habeas corpus* to bring his wife before the Court, but it was refused by Mr. Justice Lush, because an affidavit was filed by the wife stating that she would rather remain with her father. Mr. Hey contended that that affidavit was obtained from her while she was under duresse. An application was then made to Mr. Vaughan at Bow-street Police-court for a summons against the Rev. Mr. Hamilton and others for conspiracy, but it was not granted, because the evidence was not sufficient. After that Messrs. Gepp & Veley published a letter in the *Chelmsford Chronicle* on the 13th of July, which contained the libel complained of. After stating that their attention had been directed to the report of a case at Bow-street, which appeared in the *Times* of the 7th inst., and which, although names were withheld, applied to their client, the Rev. Mr. Hamilton, they contradicted various statements made before the police magistrate. The following are extracts from the letter:—"It is not true that Mr. Hey, the son-in-law of our client, has for several years lived with his wife without the slightest interruption to their domestic happiness. His treatment of her for many years past, and particularly during the last five years, has been most scandalous. He has compelled her to do the most menial labour, and abused her if it was not promptly done. He has been in the constant habit of swearing at her, taunting her with insanity, and he has forbidden her to have any communication with her parents, whom he has abused to her face. In short, his conduct has been so brutal that, in a state bordering on desperation, she, on the 1st of June, left his house and sought that of an old friend, who is not a lodging-house keeper. She then wandered about the streets of London, and while she was so wandering the friend, believing that she had not returned, telegraphed to our client, inquiring whether she had gone to his house. He immediately went to London, and found that his daughter had a second time found an asylum in the house of a friend, and was anxious to return home with him, which she did of her own free will and desire. It is not true that the surgeon attending her at her father's house signed a certificate that she was a dangerous lunatic; but it is true that Mr. Hey has endeavoured to obtain a certificate from the union surgeon for the purpose of degrading his wife by sending her to the pauper lunatic asylum at Brentwood. It is not true that there is a conspiracy to obtain possession of a legacy of £800, to which she will shortly be entitled, and of which she would have the exclusive control. She is entitled to a legacy which may bring in about £20 a-year, but which will not be payable until the death of her aunt, and which, as she is a married woman, cannot now be incumbered or disposed of. These are not the only falsehoods which Mr. Hey has thought proper to assert. He has had the audacity to swear that our client's mind 'has been feeble for many years, at some times rendering him dangerous,' which statement has been rebutted on oath by Admiral M'Hardy, the chief constable of this county, by Captain M'Gorrery, the governor of the gaol, by the Under-Sheriff of the county, and by Mr. Lovell, the surgeon of the gaol, and, if necessary, and had time allowed, would have been also rebutted by several magistrates and clergymen."

Mr. George Meggy said he was one of the proprietors of the *Chelmsford Chronicle.* He produced the original letter, signed "Gepp and Veley." He knew the handwriting of both those gentlemen. The signature was in Mr. Veley's handwriting, and that gentleman brought him the letter.

Mr. Hey was then called, and said on the 15th of July he purchased a copy of the *Chelmsford Chronicle* at Deacon's, in Leadenhall-street. Prior to that letter appearing he caused the account of the *ex parte* proceedings at Bow-street to be circulated at Chelmsford. Under the advice of counsel, he should refuse to say if a letter produced, charging his wife with incest, was in his handwriting.

Considerable discussion ensued as to whether Mr. Philbrick should be allowed to cross-examine in such a manner as

would trench upon the question of justification. It was ultimately decided he could not.

Mr. *Philbrick* said it was too bad that a man should instruct a counsel to make an *ex parte* statement, and circulate it in a neighbourhood, and when those falsehoods were publicly contradicted resort to a course that shut the mouths of his clients.

Alderman Carter said there was no evidence against Mr. Gepp, and he would be discharged.

Mr. Gepp said he did not shrink from the responsibility of his partner.

Mr. Gepp was then discharged, and Mr. Veley was committed for trial, and entered into his own recognizances in £100 to appear.

GENERAL CORRESPONDENCE.

Statute of Frauds.

Sir,—In answer to the enquiry of "Student"* whether a receipt and acceptance under section 17 must be such as to preclude an objection to the goods, I would refer him to the case of *Kershaw* v. *Ogden*, 3 H. & C. 717, 13 W. R. 755, where, notwithstanding the goods were objected to by defendant, it was held that there was evidence for the jury of an acceptance and actual receipt within the 17th section of the Statute of Frauds. See also the case of *Shannon* v. *Barlow*, 15 Ir. Com. Law Rep. R. 478.

The Statute requires either writing, part payment, or delivery, any one of which will meet the requisites of the Statute; so if to comply with the requisite of "delivery," unobjectionable goods are to be delivered, the same might, with reason, be held with respect to the requisite of "writing" or "delivery." A. E.

Sir,—In answer to the enquiries of a "Student," trusts for maintaining and keeping in repair the vault or tomb of the donor are, it seems, not charitable under the 43 Eliz. c. 4; but the cases are not clear on the subject. It seems, however, that when the vault is to be used for the interment of the family of the donor, the gift may be held to be charitable. *Mellick* v. *The Asylum*, Jac. 180. "Tudor's Charitable Trusts," pp. 11 & 12.

In the case of *Morton* v. *Tibbett*, 15 Q. B. 428, a very learned judge, Lord Campbell, decided, "That there may be an acceptance and receipt of goods by a purchaser, within the Statute of Frauds, although he has had no opportunity of examining them, and although he has done nothing to preclude himself from objecting that they do not correspond with the contract; that the acceptance which will suffice to let in parol evidence of the contract, is a different kind of acceptance from that which would afford conclusive evidence of the contract having been fulfilled." A. Y. Z.

Sir,—Will some of your correspondents be kind enough to answer the following queries:—

1. What is the rule in the different species of bailment as to the person that may sue, *i.e.*, when can the bailor alone sue, when can the bailee alone sue, and when may either of them sue?

2. What is the difference between a gift of lands and a gift of personalty respectively, to *A* for life, and after his decease to *B*? Search.

Conveyancing—Compounding Felony.

A. is clerk to B., and in the course of his service embezzles various sums of money. B., on discovering the facts, calls upon A., or A. proposes, to give B. a security on certain real estate for the amount embezzled and to avoid a prosecution, which A. accordingly does, and B. sells the estate under the power of sale contained in the security. Having regard to the case of *Williams* v. *Bayley*, House of Lords, June 21, 1866, is the title such as the purchaser would be safe in taking? A. E.

APPOINTMENT.

The Lord Chancellor has appointed William Taylor, of Hexham, in the county of Northumberland, Gentleman, to be a Commissioner to administer oaths in the High Court of Chancery in England.

SCOTLAND.

The Yelverton Case.

Miss Longworth has applied to the House of Lords for leave to prosecute *in formâ pauperis* her appeal against the judgment of the Court of Session, refusing to sustain her reference to the oath of Major Yelverton.

Appointments.

We understand that the vacancy at the Board of Trustees for Manufactures, occasioned by the death of the late Lord Wood, will be filled by the appointment of Sir William Stirling Maxwell, Bart.

IRELAND.

The Late Lord Chief Justice.

The following is the reply of ex-Chief Justice Lefroy to the address presented to him by the Grand Jury of the King's County:—

"Newcourt, Bray, July 28, 1866.

"Mr. Foreman and Gentlemen of the Grand Jury of the King's County,—Allow me to express my cordial thanks for the gratifying address I have just received. Such testimony as yours to the efficient discharge of my judicial duties during the long period which I have presided at the assizes of your county must ever be a source of honourable pride and pleasure to me. And if, under ordinary circumstances, your address would be calculated to afford me pleasure, I owe it to you to say how much its value is enhanced by recent events, affording, as it does, the best refutation of the unworthy and unjust attack to which I have been lately exposed. Most of you were eye and ear-witnesses at the trial which was made the groundwork of that attack. Above all, gentlemen, you are disinterested witnesses, and this it is which makes your testimony peculiarly grateful to my feelings. Such an address from witnesses of your intelligence, rank, and independence, may well compensate for any personal annoyance I have heretofore suffered from that attack. But it is on public rather than on personal grounds that attacks of this kind are to be deplored. Our law has provided ample security against incompetence or neglect of duty on the part of those who occupy the judicial seat, and no one who values the independence of our judges can see with indifference those who should be the protectors of that independence becoming it assailants. No one can see without regret the remedy which was intended to provide against incompetence set aside, and another course adopted for party purposes, which only tends to bring the administration of the law into contempt, whilst it indirectly seeks to effect a different object. Such a course might have intimidated a weaker man to fly from the post of duty, though in my case it only served to strengthen my determination never to yield to menace what a sense of duty had not led me to concede. But I forbear to dwell further on this topic, and I should gladly have avoided it altogether were it not that, on this last occasion of addressing you judicially, I feel it due to the Bench and to the law itself to leave on record my protest against a course of proceeding as mischievous as it is unconstitutional.—I remain, gentlemen, yours most faithfully, "Thomas Lefroy."

SOCIETIES AND INSTITUTIONS.

ARTICLED CLERKS' SOCIETY.

At a meeting of this society, held at Clements-inn Hall last Wednesday, Mr. Mead in the chair, a rule was passed to authorize the election of members to represent the society in learned bodies. Mr. Edmund F. Davis, was elected representative member for the Incorporated Law Society, and Messrs. Wyme E. Baxter and Patrick W. Drummond, for the National Association for Promoting Social Science and the Amendment of the Law. The secretary announced that a course of lectures would be given by members of the profession in connection with the society at the commencement of the next sessional year. Mr. Baxter moved "that attorneys and solicitors should be allowed to remunerate themselves for their professional services by contracting with their clients." Mr. Woodall opposed.

The motion was negatived.

The Society then adjourned for the vacation.

OBITUARY.

RIGHT HON. THOMAS BERRY CUSACK SMITH.

With much regret we have to announce the death of the Master of the Rolls in Ireland, at his residence Ballied-Blairgowrie in Scotland, on Monday last, after a few hours illness. The Right Hon. Thomas Berry Cusack Smith was the second son of Sir William Cusack Smith, Bart., a Baron of the Irish Exchequer, by the eldest daughter of Thomas Berry, Esq., of Eglish Castle, King's County, and uncle of Sir William Cusack-Smith, Bart., and for some years has been heir-presumptive to the title. His grandfather, the Right Hon. Sir Michael Smith, first baronet, filled the office of Master of the Rolls from 1801 to 1806, which the deceased gentleman occupied for the last twenty years. He was born in 1797, and called to the bar in 1819; was appointed a King's Counsel in 1830, and became Solicitor-General in September, 1842, under Sir Rober Peel's second Government. He represented Ripon from March, 1843, till January, 1846. In November of the same year he was appointed Attorney-General, succeeding in that office Mr. Blackburne (now Lord Chancellor), on his promotion to the Mastership of the Rolls. In 1846, Mr. Blackburne having become Lord Chief Justice of the Queen's Bench, Mr. Smith succeeded him as Master of the Rolls, and has since filled that important judicial office in a manner which has gained him the esteem of the public. The right honourable gentleman was distinguished throughout his whole career, both at the bar and on the bench, for the highest and most undeviating independence. We copy the following from *Saunders' News Letter*:—"The irritability of temper which Mr. Smith sometimes displayed was the only defect to which the most captious critic could point in his judicial career. A more conscientious, just, or fearless judge never adorned the bench. He laboured incessantly to master the details of every case which came before him; and in deciding on complicated and difficult questions of equity evinced the very highest ability, which obtained full recognition from the bar and the public. Above all things his mind revolted at the slightest appearance of fraud or chicanery; and no case involving deceit or dishonesty was ever brought into his court without being detected by his vigilance, and drawing forth his most scathing denunciation. In condemning what he considered to be wrong, Mr. Smith was no respecter of persons, of which a remarkable instance was lately shown in his denunciation, for such it can only be termed, of the Ecclesiastical Commissioners or their officers, for what he believed to be an act of gross injustice on their part. The language which he used on that occasion may, perhaps, have been too violent, but it was the outspoken expression of an honest man, indignant at what he regarded as the perpetration of a grievous wrong."

By his death his only son, William R. Cusack, called to the bar in 1856, and married to a daughter of the late J. C. Chisenhale, Esq., of Marbury Hall, Cheshire, becomes heir-presumptive to the baronetcy.

G. H. CARY, Esq.

The late George Hunter Cary, Esq., barrister-at-law, late Attorney-General of Vancouver's Island, who died at 1, Upper George-street, Bryanston-square, on the 15th inst., was the eldest son of William Henry Cary, Esq., of Woodford, Essex, by Eliza, daughter of William Malins, Esq. He was born at Woodford in December, 1831, and educated at St. Paul's School and King's College, London. He was possessed of great talent and ability, and was formerly a pupil of Sir Hugh Cairns. Called to the bar at the Inner Temple in 1854, he was appointed in 1859 Attorney-General of British Columbia, which he afterwards resigned on being appointed Attorney-General of Vancouver's Island; this post likewise he was compelled to relinquish through ill health in November, 1865, when he returned to England. The deceased acquired a very large practice as a barrister in Vancouver's Island, and acted as leader of the Government party in the House of Assembly. He married, in 1858, Ellen, daughter of John Martin, Esq., of High Wycombe, Bucks.

SIR JAMES WIGRAM.

The death is announced of the Right Hon. Sir James Wigram, who was for a period of nine years one of the Vice-Chancellors of England. The deceased was born at Walthamstow, Essex, in 1793, and was educated at Trinity College, Cambridge, where he graduated in 1815, being fifth wrangler. Shortly after taking his degree he became a fellow of his college. In 1819 he was called to the Bar by the Hon. Society of Lincoln's-inn, and having pursued his profession with much industry, was nominated a Queen's Counsel in 1834. In October, 1841, he was appointed second Vice-Chancellor, under the Act for the Better Administration of Justice (5 Vict., c. 5), but retired from ill-health in 1850, on a pension of £3,500. For three months he was a member of the House of Commons, having been returned in July, 1841, for the borough of Leominster. He retired from parliamentary life on being appointed Vice-Chancellor in the following October. Sir James Wigram was an elder brother of the Bishop of Rochester.

WILLIAM BELL, Esq.

Mr. William Bell was the senior partner in the firm of Bell, Brodrick, & Lambert, solicitors, of Bow Churchyard. He died on the 11th inst. at his residence in Cloudesley-street, at the somewhat advanced age of seventy-four. For nearly forty years the deceased gentleman carried on business in partnership with his father, or, later, with Mr. Brodrick and his brother, Mr. Bell. The father was a solicitor of many years standing, having an extensive practise, and being held in high esteem. Equally so his late son, the subject of this notice, who was educated and articled in the north of England, where for some years, until he joined his father, he practised in conjunction with Mr. Bainbridge, of South Shields. The business of Messrs. Bell, Brodrick, & Lambert, arising largely from connections in the north, is extensive. Mr. Bell, who was for many years an associate on the Northern Circuit, held the office at the time of his death. He was a member of the Incorporated Law Society, the Metropolitan and Provincial Law Association, a life-subscriber to the Solicitors' Benevolent Association; and a commissioner to administer oaths in the common law courts.

The courtesy on all occasions shown by Mr. Bell, his uprightness of conduct, industry, and aptitude for business, will be in the recollection of many legal gentlemen who have had to transact business with him during the lengthened period of forty years; and all who knew him will regret his death.

Mr. Bell's remains were interred on Thursday at Highgate Cemetery.

HARRY JAMES DAVIS, Esq.

Mr. Harry James Davis, who died on the 10th instant, at his residence, De Montfort-square, Leicester, in the 33rd year of his age, was the senior partner in the firm of Davis & Owston, solicitors, carrying on business at Leicester and at Lutterworth. He took out his certificate in Easter Term, 1856. He was a perpetual commissioner, and a commissioner for swearing affidavits, and a member of the Metropolitan and Provincial Law Association. He was also assistant clerk to the Commissioners of Taxes for the Hundreds of West Gascote, Sparkenhoe, Gartree, and East Gascote. The London agents of the firm are Messrs. Loftus, Vizard, & Co.

HYDE-PARK RIOTS—PROPOSED DEPUTATION TO THE QUEEN.

At a public meeting in connection with the Paddington branch of the Reform League, held in the Foresters' Hall, Carlisle-street, Edgware-road, on Saturday evening, Mr. De Gruyther read the correspondence which, he stated, arose out of a resolution passed at a meeting held in Hyde-park, near the Marble Arch, on Monday, July 23. The resolution was as follows:—"That this meeting condemns in the most emphatic and unqualified terms the attempt on the part of the Ministry to rule the country by force, and their recklessness in compromising the dignity of the Government by wantonly provoking a collision between the people and the officers appointed to keep the peace, and resolves that a deputation of not more than six persons wait on her Majesty with a petition, signed by the chairman in behalf of the meeting, requesting the dismissal of the Earl of Derby and his colleagues, and the appointment of a Ministry who have a better appreciation of the value of the lives of her Majesty's subjects, and of what is due to their own high office." The first letter, addressed to Sir Thomas Biddulph, private secretary to her Majesty the Queen, was as follows:—

"43, Bedford-street, Strand, July 25.

"Sir,—I beg to send to send you a copy of a resolution passed at the Marble Arch on Monday evening, the 23rd

inst., and request you will let me know when it will be convenient for her Majesty to receive the deputation.—I have the honour to be, &c., "W. G. De Gruyther."

In reply Sir Thomas Biddulph wrote :—

"Osborne, July 27.

"Sir,—I have to acknowledge your letter of the 25th inst., containing a copy of a resolution said to have been passed at the Marble Arch on Monday evening last, and asking leave for a deputation to wait on her Majesty to present a petition for the dismissal of the Earl of Derby and his colleagues. I beg to inform you that any petition of this nature should be forwarded to her Majesty through the Secretary of State for the Home Department.—I am, &c.,

"Mr. W. G. De Gruyther. "T. M. Biddulph."

The next letter addressed to Sir Thomas Biddulph was as follows :— "43, Bedford-street, Strand, August 2.

"Sir,—I have to acknowledge your letter of the 27th ult., in answer to mine of the 25th, requesting to know when it would be convenient for her Majesty to receive the deputation appointed to wait on her with a petition for the dismissal of the Earl of Derby and his colleagues, informing me that the petition in question should be forwarded to her Majesty through the Home Secretary. In reply I beg to state that I am aware of the etiquette in the matter; but regret, under existing circumstances, I cannot comply with it, but must press the right of the deputation to wait on her Majesty, and request you will let me know when her Majesty will be pleased to receive us. The 13 Char. 2, s. 1 c. 5, provides that as many as ten persons can wait on the sovereign, and the Bill of Rights, 1 William and Mary, s. 2 c. 2, declares that all commitments and prosecutions for such petitioning are illegal, or, in other words, the proceeding is not to be construed as an act of disloyalty or respect. It is not our desire to inconvenience her Majesty in any way, and it is for the Earl of Derby and his colleagues to decide whether they will resign, or drag their Royal Mistress into the conflict—an alternative from which every loyal heart must recoil—and which it is hoped the Ministry for their own credit will avoid. The conduct of the Government in employing force to keep the people out of Hyde Park, has justly aroused the indignation of all classes of her Majesty's subjects; and I need not point out to you that no body of men can fitly represent her Majesty who act in open defiance of English traditions and sentiments, and who either cannot or will not govern according to enlightened, constitutional, and christian principles.—I have the honour to be, &c., "William G. De Gruyther."

This letter was acknowledged as follows:—

"Osborne, August 4.

"Sir,—I beg to acknowledge your letter of the 2nd, referring to mine of the 27th ult., and I must again beg you to communicate with the Secretary of State for the Home Department. I am, &c., "T. M. Biddulph.

"Mr. De Gruyther."

In a last letter to Sir Thomas Biddulph, Mr. De Gruyther said:—

"43 Bedford-street, Strand, August 10.

"Sir,—I am in receipt of your letter of the 4th inst., acknowledging mine of the 2nd, and requesting me to communicate with the Secretary of State for the Home Department with regard to the deputation appointed to wait on her Majesty with a petition for the dismissal of the Earl of Derby and his colleagues. In reply I beg to say—without dwelling on the unprofitableness, nay, absurdity of a deputation waiting on Mr. Walpole to urge on him the propriety of recommending her Majesty to dismiss himself and his colleagues—that the law and the Constitution do not recognise her Majesty's ministers at all. Our complaint lies with the Crown, and by the 13 Cha. 2 s. 1, c. 5, which, as I have stated before, provides that as many as ten persons can present a petition to the Sovereign, we claim our right to wait on her Majesty in person, and present the petition in question. The deputation is composed mostly of working men, who cannot afford to lose their time or travel about the country; and I am requested to say that, if it will be convenient to her Majesty, we should like to wait on her at Windsor before she leaves for Scotland. Requesting you will let me know when her Majesty will be pleased to receive us, I have the honour, &c.,

"William G. De Gruyther."

Mr. De Gruyther read the section of the Act of Charles II. referred to, and stated that no answer had as yet been received to his last letter. A resolution, substantially the same as that passed on July 23 at the Marble Arch, and inclosed in Mr. De Gruyther's first letter, was subscribed to by those who propose to form the deputation.—*Times.*

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

Last Quotation, August 16, 1866.

[*From the Official List of the actual business transacted.*]

GOVERNMENT FUNDS.

3 per Cent. Consols, 88⅛	Annuities, April, '85
Ditto for Account, Sept. 6 88⅜	Do. (Red Sea T.) Aug. 1908 —
3 per Cent. Reduced, 87⅜	Ex Bills, £1000, 3 per Ct. 3 pm
New 3 per Cent., 87⅛	Ditto, £500, Do, pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, Do pm
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5 per Ct. (last half-year) 245
Do. 5 per Cent., Jan. '73 —	
Annuities, Jan. '80 —	Ditto for Account, —

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74 211	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account, —	Ditto, 5½ per Cent., May, '79
Ditto 5 per Cent., July, '70 103	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '66
Ditto 4 per Cent., Oct. '88 93	Do. Bonds, 4 per Ct., £1000, — pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 18 pm
Ditto Enfaced Ppr., 4 per Cent. —	

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices
Stock	Bristol and Exeter	100	90
Stock	Caledonian	100	126
Stock	Glasgow and South-Western	100	113
Stock	Great Eastern Ordinary Stock	100	28
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	121
Stock	Do., A Stock*	100	127
Stock	Great Southern and Western of Ireland	100	93
Stock	Great Western—Original	100	53⅜
Stock	Do., West Midland—Oxford	100	37
Stock	Do., do.—Newport	100	36
Stock	Lancashire and Yorkshire	100	120¾xd&n
Stock	London, Brighton, and South Coast	100	86
Stock	London, Chatham, and Dover	100	19¼
Stock	London and North-Western	100	117½
Stock	London and South-Western	100	91
Stock	Manchester, Sheffield, and Lincoln	100	58
Stock	Metropolitan	100	128 xd
10	Do., New	—	2½ xd
Stock	Midland	100	119 xd
Stock	Do., Birmingham and Derby	100	91 xd
Stock	North British	100	52
Stock	North London	100	121
10	Do., 1864	5	7
Stock	North Staffordshire	100	75 xd
Stock	Scottish Central	100	154
Stock	South Devon	100	47
Stock	South-Eastern	100	65
Stock	Taff Vale	100	145
10	Do., C	—	3 pm
Stock	Vale of Neath	100	101
Stock	West Cornwall	100	55

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 pc & bns	Clerical, Med. & Gen. Life	100	10 0 0	26 17 6
4000	40 pc & bs	County	100	10 0 0	85 0 0
40000	8 per cent	Eagle	50	5 0 0	6 12 6
10000	7l 1s 8d pc	Equity and Law	100	6 0 0	8 0 0
20000	5l 14s 3d pc	English & Scot. Law Life	50	3 10 0	4 16 0
2700	5 per cent	Equitable Reversionary...	105	...	95 0 0
4600	5 per cent	Do. New	50	50 0 0	45 0 0
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	50	50 0 0	48 10 0
20000	7 per cent	Home & Col. Ass., Limtd.	50	5 0 0	2 0 0
7500	16 per cent	Imperial Life	100	10 0 0	20 10 0
50000	10 per cent	Law Fire	100	2 10 0	5 0 0
10000	32½ pr cent	Law Life	100	10 0 0	87 15 0
100000	8 pr cent	Law Union	10	0 10 0	0 16 6
20000	6s p share	Legal & General Life ...	50	8 0 0	7 17 6
20000	5 per cent	London & Provincial Law	50	4 1 10	4 2 6
40000	10 per cent	North Brit. & Mercantile	50	6 5 0	16 10 0
2500	12½ & bns	Provident Life	100	10 0 0	38 0 0
689220	20 per cent	Royal Exchange... ...	Stock	All	296
—	6½ per cent	Sun Fire	...	All	212 0 0
4000	...	Do. Life	...	All	70 0 0

Money Market and City Intelligence.

Thursday night.

The markets have continued inactive during the week, and the business generally transacted has been little more than nominal. The possible complications which it was feared might arise out of the "rectification" question between France and Prussia, have led to a feeling of insecurity; but now that the Emperor has given to the world the assurance that the good understand-

ing between the two countries is not in the least likely to be disturbed, it may sincerely be hoped that we shall have "long halcyon days of peace," and with them a return to active and sound commercial activity.

The uncertainty, also, which prevailed as to the action likely to be taken by the Bank directors at their weekly court, has had a depressing tendency. Great satisfaction was expressed to-day the moment it became known that the result of the weekly Bank court was a reduction of 2 per cent. in the 10 per cent. rate, which has been a stumbling block in the way of returning confidence for so long a period, viz., from the 11th of May last. In 1857, the last time we had a 10 per cent. *minimum*, it lasted 42 days, at the end of which time it fell 2 per cent. The directors had a somewhat lengthy deliberation, but the consequence has been that already there is a greater ease in the money market, and short loans are obtainable at 7 and even 6½ per cent. in some cases.

Consols are a shade better, and are now called 88⅜ to ½.

The weekly return gives the following results:—Increase in note reserve, £878,445; total, £3,611,505. The stock of bullion increase is £528,527; total, £14,150,956. Decrease in private securities, £932,238; total, £25,224,317. Increase in Government securities, £633,660; total, £10,711,723. Increase in public deposits, £193,069; total, £3,353,525. Increase in private deposits, £465,036; total £18,125,280.

The Banks and Discount houses have reduced the rates allowed upon deposits, and the terms are advertised.

Foreign Stocks have been operated in to a limited extent only. The low-priced securities have been dealt in a little more freely; but quotations in the main are unaltered, being as follows:—Mexican Three per Cent. Stock, 16¾ to 16½; Greek Loan, 11 to 12½; Spanish Three per Cent. Passive Bonds, 19¼ to 19½; the Spanish Three per Cent. Certificates, 14⅛ to 14¼; Italian Loan, 51⅞ to 52.

Railway Shares have been dull, and London, Chatham, and Dover continue in their downward course. The circular issued by the directors is by no means assuring to the debenture holders or proprietors; and the extravagant management of the undertaking, which has long been proverbial, has issued in the catastrophe which it was evident must eventually arrive. A meeting is called by the board on the 31st instant, when it will be proposed that a committee of shareholders and debenture holders be appointed to investigate the whole of the company's affairs.

The new Act to amend the law as it affects railway securities has just been printed, and it makes several salutary alterations. The half-yearly accounts of companies are to be registered in the office of Joint Stock Companies in England, with a certified copy of their loan account. Until such accounts are rendered, no company can borrow, and penalties are enforced for false declarations. On conviction of a director or officer by indictment, he may be punished by fine or imprisonment. The register may be inspected on payment of one shilling. Shareholders will therefore be able, if they choose, to look after their own affairs.

In Foreign Railway Shares no change whatever has occurred.

Bank Shares are steady, with little doing. Alliance are 6 dis.; London and County, 61 to 63; and Consolidated, ¾ to ⅞ premium.

In Credit and Finance Shares business has been done at the following rates:—International Finance, 1⅞ to 1⅝ dis.; General Credit and Finance, 2 to 1¾ dis.; London Financial, at 15 to 14 dis.; Credit Foncier and Mobilier of England, 3¼ to 3 dis.

A further dividend of 2s. 6d. in the pound has been declared by the liquidators in the London and Hamburg Bank, which, with 6s. 8d. paid previously, makes a distribution of 9s. 2d.

A dividend of 10s. in the pound has been declared by the liquidator in the Cleveland Iron Company.

The liquidators of the London Mercantile Discount Company have declared a dividend of 5s. in the pound, making, with 7s. 6d. previously paid, a total distribution of 12s. 6d.

It is reported that, at the end of next month, a dividend under the estate of the European Bank will be declared. The securities have realized more favourably than was anticipated.

Vice-Chancellor Kindersley has appointed Mr. Wm. Turquand official liquidator of the Cork and Youghal Railway Company, for the liquidation of which a special Act was passed during the late session.

Lord Romilly has appointed Mr. C. F. Kemp official liquidator to wind up the Continental Bank Corporation (Limited).

A singular *contretemps* has attended the opening of the Commission of Assize at Bristol. The opening took place on Thursday night at nine o'clock by Mr. Stock, Q.C. The ceremony was to have taken place at three o'clock, but in consequence of the immense quantity of luggage attendant upon the circuit, it was found necessary at Wells to put some of the luggage into a horse-box; the same course was adopted upon the change of carriages at Highbridge; the consequence was that, owing to the confusion at Bristol, a large box containing the circuit papers and the commission was not taken out at Bristol, but went on with the train. When, therefore, Mr. Stock, accompanied by the mayor, sheriff, and other officials and trumpeters, reached the Guildhall, it was found that there were no commissions present. The officers of the circuit immediately set to work to discover the lost parchments by telegraphing to Wales, Highbridge, and Swindon; and after some time it was ascertained that the valuable box had been seized at Swindon, and that it would be returned to Bristol by the next train.

Mr. Ribton has had rather a warm altercation this week with the Recorder of Norwich. The learned counsel said he had been to see the premises of his client, and it was impossible that the statements of the prosecution could be correct. The Recorder (Mr. O'Malley, Q.C.) told Mr. Ribton he might say what he pleased about the prisoner, but the statement of counsel could not be evidence. Mr. Ribton said he was not in such a state as not to know his duty; he wished the Recorder would not interrupt him. The Recorder said he knew his duty, and he would teach Mr. Ribton his if he did not know it. Mr. Ribton said he considered it very objectionable to have the thread of his observations broken by an interruption which certainly was not deserved. These observations of the learned counsel, which were uttered in an excited and angry tone, elicited loud applause from the spectators in the gallery, which the police had some difficulty in suppressing, and the Recorder at once ordered the gallery to be cleared, also directing the officers to bring before him those who again gave way to such an indecorous manifestation of feeling. Some of the back benches having been cleared, Mr. Ribton resumed his address, which the Recorder subsequently observed was insulting to the honour and understandings of the jury.

New Pension Act.—The Act of Parliament to amend the law relating to the granting of pensions and superannuation allowances to persons holding certain offices connected with the administration of justice in England, has just been printed. It recites that, by divers Acts of Parliament, power is given to the Lord Chancellor to order retiring allowances to be paid to persons holding various offices in Chancery, Bankruptcy, and Lunacy, and it is deemed expedient to extend the power and to make further provisions for granting retiring allowances to persons holding offices connected with the administration of justice in England. The term "officer," besides the courts mentioned, is to include any one connected with the superior courts of common law at Westminster, who, under an Act now in force, may claim a superannuation allowance, and the same term is to extend and include every person holding any appointment in any public office to whom the Lord Chancellor has, or shall have, authority to grant any superannuation allowance. From and after the passing of the Act (6th of August) the applications by retiring officers are to be made to the Lord Chancellor, who is to transmit the same to the Treasury. The mode of determining superannuation allowances is set forth, and the Lord Chancellor may declare certain offices to be professional, and, with the consent of the Treasury, may add years of service not exceeding twenty years. Officers entitled to superannuation before the passing of the Act are not to be effected by its provisions, nor is the Act to affect the power of the Lord Chancellor, as conferred by section 47 of 15 & 16 Vict. c. 87, nor of section 13 of 16 & 17 Vict. c. 70. Save as stated, the Act is to apply to all present and future officers, and the superannuations to be granted are to be construed and take effect subject to the provisions of this statute, which is to be cited as "The Superannuation Act, 1866."

M. Van de Weyer, the Belgian Minister, was defendant in a case on Thursday, at the County Court Windsor. His excellency ordered his gardener, a man named Meeking, to clip some box, which he refused to do, saying that it was work for the labourers under him and not for the head gardener. Upon that the gardener had to leave, and he brought his action for a month's wages, which M. Van de Weyer said he was not entitled to on account of his having disobeyed his orders. His Excellency pleaded that as an ambassador he was not liable to the jurisdiction of the court, and the judge at once allowed the plea, but by consent of the parties disposed of the case as arbitrator. He held that M. Van de Weyer was justified under the circumstances in refusing the plaintiff his wages, and ordered a nonsuit. M. Van de Weyer declined to accept his costs.

Hawkers' Licenses.—By an Act of Parliament just printed it is provided that after the 30th prox. all hawkers' licenses are to expire on the 31st of March in each year.

London, Chatham, and Dover Railway.—We have received the following from the general manager of this company:—"It appears that unauthorised parties are advertising in the public newspapers requesting the creditors of the London, Chatham, and Dover Railway Company to communicate with them, and as they have the assurance to put the name of the company at the head of the advertisements they may be mistaken for official acts of the company. It is better, therefore, parties should understand that the only official persons to whom communications respecting claims upon the company should be made are Messrs. Baxter, Rose, Norton, & Co., of Victoria-street, Westminster, the present law advisers of the company."

NEW ACT ON THE CRIMINAL LAW.—An important Act has just been printed to enable magistrates to allow the expenses of prosecutions for felony and misdemeanour when no committal for trial takes place. Hitherto only the expenses of prosecutors when commitments were made could be ordered, but the law is altered by the present statutes, and clerks may also be allowed fees on depositions. The magistrates are to sign certificates and to forward the same to the quarter sessions, which may allow the expenses wholly or partially, and make orders for payment. The Act is to be in force three years, and only to extend to England.

ESTATE EXCHANGE REPORT.

AT THE NEW AUCTION MART.

August 7.—By Messrs. DRIVER & Co.

Freehold estate of about 225 acres of arable and pasture land, situate in Arlington and Wilmington, Sussex—Sold for £9,000.

By Messrs. DANIEL SMITH, SON, & OAKLEY.

Four freehold cottages, Brunel-street, Halleville, near Plaistow, Essex—Sold for £500.

Freehold plot building land, Halleville, near Plaistow—Sold for £200.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DAY—On August 15, at Primrose-hill-road, Regent's-park, the wife of John C. F. S. Day, Esq., Barrister-at-Law, of a son.

HENDERSON—On August 13, at Grove-hill, Caversham, near Reading, the wife of Charles Henderson, Esq., Solicitor, of a son.

MACKONOCHIE—On August 10, at Great Marlow, the wife of James Mackonochie, Esq., Barrister-at-Law, of a daughter.

REED—On August 14, at Belgrave House, Clapham-park, the wife of Theophilus Haythorne Reed, Esq., Solicitor, of a daughter.

MARRIAGES.

BRAMLEY—SHAKSPEARE—On August 9, at the Unitarian Chapel, Effra-road, Brixton, Herbert Bramley, Esq., Sheffield, Solicitor, to Amy, daughter of William Shakspeare, Esq., of Stockwell-park House, Surrey.

COLLINS—STEMSON—On August 7, at St. Nicholas' Church, Great Yarmouth. Mr. Albert John Collins, Solicitor, Norwich, to Jessie Carter, third daughter of Mr. George Stemson, of Exeter.

ELLIS—WATSON—On August 11, at the Church of St. Martin's-in-the-Fields, F. Ellis, Esq., of the Middle Temple, to Emma Louisa Watson, second daughter of the late Louis Watson, of Craven-street, Strand.

FOSTER—KINGLAKE—On August 15, at St. Michael's, Chester-square, Edward John Foster, Esq., of Lincoln's-inn, Barrister-at-Law, to Mary Poole, daughter of Mr. Serjeant Kinglake, Esq., M.P., of Eaton-square, and Court-place, Monkton, Somerset.

HALES—SODEN—On August 9, at the Parish Church, Clapham, Francis Richard Hales, Esq., of Birchin-lane, London, and of Harwich, only son of Francis Hales, Esq., of Harwich, to Maria Eliza, second daughter of Maria Eliza, second daughter of J. R. Soden, Esq., The Crescent, Clapham-common.

HOLLAND—GASKELL—On August 14, at Manchester, Edward Thurstan Holland, Esq., of Lincoln's-inn, Barrister-at-Law, to Marianne Gaskell.

ROWCLIFFE—BROWN—On August 9, at the Parish Church of Chepstow, William Rowcliffe, Esq., of Sussex-place, Regent's-park, and Bedford-row, third son of Charles Rowcliffe, Esq., of Milverton, Somerset, to Matilda Frances, youngest daughter of Thomas Brown, Esq., of Hardwick House, Chepstow.

DEATHS.

BARRON—On August 16, at Broadstairs, Kent, Eliza Lilian, fifth child of Edward J. Barron, Esq., of Guilford-street, Russell-square, aged two years and two months.

DAVIS—On August 10, at his residence, De Montfort-square, Leicester, Harry James Davis, Esq., Solicitor, aged 33.

JONES—On August 11, at Southsea, William Jones, Esq., Solicitor, of Harder's-road, Peckham, and Laurence Pountney-hill, London.

SUTTON—On August 10, Benjamin Heely Sutton, Solicitor, of Hall-hill, Edgbaston, aged 37.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Aug. 10, 1866.

LIMITED IN CHANCERY.

Hafod y Wern Slate Company (Limited).—Order to wind up, made by the Master of the Rolls on July 28. Harwood, solicitor for the petitioner.

Marine Mansions and General House Investment Company (Limited).—Vice-Chancellor Wood has, by an order dated July 21, appointed Frederick Bertram Smart, 33, Gresham-st, official liquidator.

Breech Loading Armoury Company (Limited).—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to Edward Hart, 57, Moorgate-st, official liquidator. Wednesday, Nov 7 at 11, is appointed for hearing and adjudicating upon the debts and claims.

UNLIMITED IN CHANCERY.

Cork and Youghal Railway Company.—Vice-Chancellor Kindersley has, by an order dated Aug 6, appointed William Turquand, 16, Tokenhouse-yard, official liquidator.

TUESDAY, Aug. 14, 1866.

LIMITED IN CHANCERY.

Strand Hotel Company (Limited).—The Master of the Rolls has, by an order dated July 11, appointed Geo Scott, 2, Bond-st, Walbrook, official liquidator.

Continental Bank Corporation (Limited).—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to Charles Fitch Kemp, 8, Walbrook, official liquidator. Monday, Oct 29 at 11, is appointed for hearing and adjudicating upon the debts and claims.

English Joint-Stock Bank (Limited).—Order that all further proceedings under the order, dated the 25th of May, be stayed; and it is ordered that the voluntary winding up of this company be continued under the supervision of Vice-Chancellor Wood. Lawrance & Co, Old Jewry-chambers, solicitors for the liquidators.

Oriental Commercial Bank (Limited).—Order made by the Lord Chancellor, dated Aug 4, that so much of the order, dated July 16, as orders that this company should be wound up by the Court of Chancery under the provisions of the Companies Act, 1862, and that the provisional liquidator appointed by the order, dated July 5, be continued until the official liquidator be appointed, should be discharged; and it was ordered that the voluntary winding up should be continued, but subject to the supervision of the Court of Chancery. Uptons & Co, Austinfriars, solicitors for the petitioners.

UNLIMITED IN CHANCERY.

Company of Proprietors of the Basingstoke Canal Navigation.—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to Frederick Whinney, 5, Serle-st, Lincoln's-inn-fields, official liquidator. Tuesday, Oct 30 at 11, is appointed for hearing and adjudicating upon the debts and claims.

Birmingham Banking Company.—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to William Henry McCreight and Edwin Laundy, 21, Waterloo-st, Birm, official liquidators. Monday, Oct 29 at 12.30, is appointed for hearing and adjudicating upon the debts and claims.

Friendly Societies Dissolved.

FRIDAY, Aug. 10, 1866.

United Sons of St Luke's Friendly Society, Langton Arms, Wenlock-st, St Luke's. Aug 7.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug. 10, 1866.

Field, Harriett, Bootham, York, Spinster. Oct 1. Hardy v Newton, V. C. Wood.

Grier, Wm, Amblecote, Stafford, Clerk. Oct 15. Harris v Grier, V. C. Wood.

Hayward, Betty, Marden, Wilts, Widow. Oct 1. Hayward v Pile, M. R.

Ireland, Wm, Norfolk, Farmer. Oct 1. Ireland v Soame, M. R.

Bottomley, Wm, Park-st, Islington, Esq. Oct 1. Grenside v Duggan, V. C. Kindersley.

Bruce, Robt, Old Ford, Essex, Gent. Oct 30. Kersey v Bruce, V. C. Wood.

Burch, Anne, Gt Russell-st, Bloomsbury, Widow. Aug 15. Morley v Hickman, V. C. Stuart.

Chatfield, Ann, Clayton-pl, Kennington, Surrey, Widow. Oct 10. Harrison v Harrison, M. R.

Churchward, Richd, Tollington-rd, Upper Holloway. Oct 10. Churchward v Swan, M. R.

Legge, Wm, Little Cheney, Dorset, Gent. Sept 30. Legge v Legge, V. C. Wood.

Murray, Robt Arthur, St George's Bay, Auckland, New Zealand. Oct 15. Outhwaite v Murray, V. C. Wood.

Robinson, John, Milk-st, Cheapside, Silk Manufacturer. Oct 29. Ware v Robinson, M. R.

Seymour, Edwd Jas, Charles-st, Berkeley-sq, M.D. Oct 6. Seymour v Seymour, V. C. Wood.

Simpson, Geo, Chick St Osyth, Essex, Gent. Sept 30. Vaughan v Hempson, V. C. Stuart.

Tymms, Jas, Yarboro'-villas, Blunt-rd South, Croydon. Tymms v Smith, V. C. Stuart.

Williams, John, Vron Farm, Oswestry, Salop, Lime Burner. Sept 30. Briant v Williams, V. C. Stuart.

TUESDAY, Aug. 14, 1866.

Arthur, John, Silksworth, Durham, Farmer. Oct 2. Blenkinsop v Arthur, V. C. Stuart.

Bloore, Sarah, Leek, Stafford, Spinster. Oct 10. Bloore v Allen, M. R.

Bolton, Ellen, Aberdeen-pl, Maida-hill, Spinster. Oct 29. Fisk v Attorney-General, V. C. Wood.

Bourne, Cornelius, Stalmine-with-Staynall, Lancaster, Esq. Oct 10. Bourne v Bourne, M. R.

Bragg, Geo Lucock, Lorton Hall, Cumberland, Esq. Nov 1. Armistead v Roughton, V. C. Wood.

Bridge, Eliz, Lerton Hall, Cumberland, Widow. Nov 1. Fisher v Bragg, V. C. Wood.

Corns, John, Fallings Heath, Stafford, Innkeeper. Oct 2. Millington v Corns, M. R.

Crowther, Abraham Jas, Fewston, nr Otley, York, Silk Spinner. Oct 1. Crowther v Crowther, V. C. Stuart.

Easton, John, Walton-on-Thames, Surrey, Builder. Oct 10. Easton v Catling, M. R.

Giles, Thos, Monghyr, East Indies, Railway Contractor. Oct 10. Heale v Giles, M. R.

Hall, Anne, Pall-mall, Middx. Sept 30. Winter v Hall, V. C. Stuart.

Hughes, Rev Richd Jones, Llandilo, Carmarthen. Oct 9. Hughes v Hughes, V. C. Wood.

Irving, Wm, Gresham-st, Silk Merchant. Oct 1. Irving v Irving, V. C. Wood.

Kitson, Frances, West Ashby, Lincoln, Spinster. Oct 9. Shera v Tointon, V. C. Wood.

Latham, Eliz, North Cave, York, Widow. Oct 1. Medcalf v Latham, M. R.

Mullins, Penelope, Fulham-pl, Paddington, Widow. Oct 1. Lawden v Bower, M. R.

Reed, Sarah, Fordham, Cambridge, Widow. Oct 29. Reed v Fenn, M. R.

Reed, Thos, Fordham, Cambridge, Butcher. Oct 29. Reed v Fenn, M. R.
Robson, John, Durham, Coal Owner. Sept 30. Robson v Tiplad, V. C. Stuart.
Rose, Geo Ernest, Calcutta, India. Nov 30. Crosbie v Rose, V. C. Stuart.
Sloper, Saml, East rd, Hoxton, Pawnbroker. Sept 1. Sloper v Webb, V. C. Kindersley.
Spence, Anne Teresa, Entally Convent, Calcutta, Widow. Dec 31. Carlisle v Thompson, V C. Stuart.
Stevens, Jas, Swansea, Glamorgan, Esq, and also Mary Stevens, Widow. Oct 22. Stevens v George, M. R.
Stannell, Mary, Croydon, Widow. Oct 1. Sampson v Simmons, V. C. Kindersley.
Simpson, Ralph, Middlesborough, York, Leather Cutter. Oct 25. Royse v Chapman, M. R.
Suter, Horatio Bronte, Varna, Turkey, Esq. Oct 29. Baker v Cramp, V. C. Kindersley.
Timmings, Harriett, Portsea, Southampton, Spinster. Oct 20. Edgcombe v Hellyer, V. C. Kindersley.
Walters, Ralph, Eaton-sq, Barrister-at-Law. Oct 1. Walters v Walters, V. C. Kindersley.
Williams, Robt Edwin, Lower Thames-st, Eating-house Keeper. Oct 10. Huxley v Fitzsimons, M. R.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Aug. 10, 1866.

Atkinson, Allison, Falsgrave, Scarborough, York, Gent. Sept 30. Moody & Co, Scarborough.
Berners, Eliz Jane, Charlton, Kent, Widow. Oct 1. R. M. & F. Lowe, Tanfield-ct, Temple.
Breeze, Mary Ann, Knighton, Radnor, Widow. Oct 6. Johnson, Hereford.
Croft, Jas, Lancaster, Gent. Oct 10. Johnson & Tilly, Lancaster.
Crook, Hy John, Crosier-st, Lambeth, Builder. Sept 10. Withall, Parliament-st.
Dewe, Wm, Stonehill Farm, Sutton Wick, Berks, Gent. Sept 5. Graham, Abingdon.
Gale, Thos, Twyford, Berks, Victualler. Sept 25. Graham, Abingdon.
Harriott, John Edwd, sen, Montreal, Canada, Esq. Sept 29. Mackenzie & Co, Gresham-house, Old Broad-st.
Harrison, Wm, Chancery-lane, Law Stationer. Sept 29. Routh & Co, Southampton-st, Bloomsbury.
Miller, Edwd Mant, Clifton, Bristol, Esq. Sept 21. Brittan & Son, Bristol.
Petitjean, Edwin, Manch, Gent. Sept 29. Sudlow & Hinde, Manch.
Reeves, Wm, High-st, Battersea, Coachman. Sept 10. Fallows & Son, Carlton-chambers, Regent-st.
Schofield, John, Gt Horton, Bradford, York, Joiner. Sept 15. Taylor & Co, Bradford.
Sugden, John Greenwood, Keighley, York, Esq. Sept 15. Taylor & Co, Bradford.
Varley, Wm, Stanningley, York, Worsted Manufacturer. Sept 15. Taylor & Co, Bradford.
Waud, Christopher, Bradford, York, Worsted Spinner. Sept 15. Taylor & Co, Bradford.
Wollaston, Robt, Gloucester-ter, Middx, M.D. Oct 1. Davison, Basinghall-st.
Woodfield, Wm, Sunderland, Durham. Sept 18. Oliver, Bishopwearmouth.
Wright, Jas, Horsforth, Guiseley, York, Gent. Sept 15. Taylor & Co, Bradford.

TUESDAY, Aug. 14, 1866.

Angelo, Mary Ann, Upper Wimpole-st, Widow. Sept 24. Budd & Son, Bedford-row, Holborn.
Baillie, Hugh Duncan, Rutland-gate, Kensington. Sept 30. Leman & Co, Lincoln's-inn-fields.
Dawson, Joseph, La Chambrèrie, nr Tours, France. Oct 1. Hailstone & Mumford, Bradford.
Death, John, Deverell-st, Newington, Gent. Sept 29. Hurford & Taylor, Furnival's-inn.
Littledale, Hy, Esq, Craig's-ct, Charing-cross, Sept 11. Walters & Co, Lincoln's-inn.
Reynolds, Hy Revell, Esq, Upper Harley-st. Nov 1. Freshfields & Newman, Bank-buildings.
Robinson, Joseph, Central-st, St Luke, Pork Butcher. Nov 10. Leage, City-rd.
Rodgers, Geo Joseph, Sheffield, Merchant. Oct 10. Branson & Son, Sheffield.
Stanley, Absalom John, Woodland-ter, East Greenwich, Gent. Sept 24. Roscoe & Hincks. King-st, Finsbury-sq.
Weight, Chas, Winkfield, Berks, Printer. Oct 1. Spiller, Egham.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Aug. 10, 1866.

Abraham, Thos Robt, Harp-lane, Wine Merchant. Aug 9. Comp. Reg Aug 10.
Banks, Kirby, & Wm Stead, Leeds, Bolt Manufacturers. July 20. Asst. Reg Aug 10.
Bennett, Hy, Kingston-upon-Hull, Corn Factor. July 19. Asst. Reg Aug 9.
Bew, Wm, Aldermanbury, Glass Merchant. July 27. Comp. Reg Aug 9.
Briggs, Joshua, Leeds, Tanner. July 18. Asst. Reg Aug 9.
Clapham, Thos Dunnill, Batley, York, Tailor. July 18. Asst. Reg Aug 9.
Cohen, Wm Hy, Cow Cross-st, Smithfield, Metal Merchant. July 30. Comp. Reg Aug 10.
Coker, John, St Albans, Herts, Builder. July 16. Comp. Reg Aug 9.
Crankshaw, Wm, Oldham, Lancaster, Cotton Spinner. July 16. Comp. Reg Aug 8.
Crowther, Richd John Fredk, Whewell-rd, Grove-rd, Holloway, Clerk. Aug 6. Comp. Reg Aug 10.
De Weldyez, Arthur Sylvestre, Hulme, Manch, Professor of Languages. Aug 7. Comp. Reg Aug 10.
Duffett, Wm Hy, Landport, Southampton, Builder. July 20. Asst. Reg Aug 8.
Eardley, Wm, Albrighton, Salop, Saddler. Aug 9. Comp. Reg Aug 10.
Easton, Wm, Gateshead, Mould Maker. Aug 2. Asst. Reg Aug 8.
Goss, Geo, Clifton, Bristol, Builder. July 14. Asst. Reg Aug 10.
Greaves, Wm Carlisle, Dewsbury, York, Dyer. Aug 6. Comp. Reg Aug 9.
Greaves, Geo, Blackburn, Lancaster, Manufacturing Chemist. Aug 4. Comp. Reg Aug 10.
Hands, Geo Wm, Halesowen, Salop, Chemist. July 17. Comp. Reg Aug 7.
Hardy, Thos, Consett, Durham, Tailor. July 18. Comp. Reg Aug 8.
Hayhurst, Richd, Manch, Salesman. July 27. Asst. Reg Aug 8.
Hillel, Jules Ferdinand, Baltic Coffee House, Threadneedle-st, Merchant. July 16. Asst. Reg Aug 8.
Holland, Richd, Bisley, Gloucester, Grocer. July 23. Comp. Reg Aug 9.
Holmes, Wm, Geo Lord, & Wm Holmes, jun, Bradford, York, Worsted Spinners. July 14. Asst. Reg Aug 10.
Ironside, Robt Duff, Old Kent-rd, out of business. July 19. Comp. Reg Aug 9.
Irons, Geo Wm, & Wm Irons, Tyssen-pl, Hackney, Contractors. July 12. Asst. Reg Aug 8.
Johnson, Thos, Sheffield, Grocer. July 11. Comp. Reg Aug 6.
Jolly, Fredc, & Fredc Jackson, Horwich, Lancaster, Bleachers. July 12. Inspectorship. Reg Aug 9.
Jones, Robt, Fordd Haiarn, nr Llandulas, Denbigh, Grocer. Aug 7. Asst. Reg Aug 10.
Jones, Edwd, Ross, Hereford, Builder. July 30. Asst. Reg Aug 9.
Jones, Jasper, Church Stretton, Salop, Grocer. July 11. Asst. Reg Aug 7.
Leman, Geo, Brighton, Mineral Water Manufacturer. July 24. Asst. Reg Aug 8.
Leyshon, David, Cardiff, Glamorgan, Grocer. July 12. Asst. Reg Aug 8.
Manning, Hy, Great Malvern, Worcester, Jeweller. July 21. Asst. Reg Aug 10.
Markstyne, Saml, Lpool, Cap Manufacturer. Aug 3. Comp. Reg Aug 9.
Merryweather, Saml, Gwyddelwern, Merioneth, Gent. July 12. Asst. Reg Aug 8.
Molesworth, Thos, Birm, out of business. July 16. Asst. Reg Aug 10.
Morgan, Wm, Clarendon-rd, Notting Hill, Auctioneer. Aug 1. Comp. Reg Aug 6.
Newcombe, Hy, Newport, Monmouth, Corn and Provision Merchant. Aug 2. Asst. Reg Aug 7.
Parker, Benj, Osborn-ter, Clapham-rd, Agent. Aug 1. Comp. Reg Aug 8.
Peake, Robt, Fleet-st, Cheesemonger. July 18. Comp. Reg Aug 8.
Plumridge, Edwd, North-rd, Highgate, Grocer. Aug 1. Comp. Reg Aug 9.
Pittaway, Jas, Coventry, Grocer. July 30. Asst. Reg Aug 7.
Poyzer, Jas, Nottingham, Shopkeeper. July 23. Comp. Reg Aug 9.
Price, Thos, Birm, Veterinary Surgeon. July 27. Comp. Reg Aug 9.
Ramsden, John Iredale, Edwin Ramsden, & Joseph Ramsden, Smith Riding, Linthwaite, York, Fancy Woollen Manufacturers. July 25. Asst. Reg Aug 10.
Reece, Herbert, Cardiff, Glamorgan, Licensed Victualler. July 12. Asst. Reg Aug 7.
Rudge, Wm, Craven-pl, Hyde-pk, Gent. July 13. Comp. Reg Aug 9.
Rourke, Martin, Alton, Stafford, Paper Manufacturer. July 10. Asst. Reg Aug 7.
Schemeil, Emin, Lpool, Bishard Schemeil, Beyrout, Syria, & Milhim Schemeil, Alexandria, Egypt, Comm Merchants. July 25. Comp. Reg Aug 10.
Tanner, John, jun, Wellington, Salop, Saddler. Aug 7. Comp. Reg Aug 8.
Torr, Wm, Sheffield, File Manufacturer. July 19. Comp. Reg Aug 6.
Whitehouse, Joseph, Cheslyn Hay, Stafford, Shopkeeper. July 16. Comp. Reg Aug 10.
Willis, Alfred, Hulme, Manch, Provision Dealer. July 16. Comp. Reg Aug 10.
Willis, Jas, & Wm Etherington, Halifax, York, Joiners. July 12. Asst. Reg Aug 9.
Wray, John, Cambridge-st, Pimlico, Grocer. July 31. Comp. Reg Aug 7.

TUESDAY, Aug. 14, 1866.

Andrews, Richd Hoffman, Manch, Professor of Music. July 17. Asst. Reg July 13.
Barton, Sarah, Over, nr Winsford, Chester, Milliner. Aug 1. Comp. Reg Aug 13.
Berry, Thos, Birstal, York, Woolstapler. July 28. Comp. Reg Aug 13.
Booth, Walter, Wolverhampton, Stafford, Brewer. July 20. Asst. Reg Aug 11.
Burton, Thos, Gt Bridge, Stafford, Nail Manufacturer. Aug 11. Comp. Reg Aug 13.
Curtis, John Sydney, Barnsley, York, Newspaper Proprietor. July 23. Comp. Reg Aug 11.
Deane, Richd Stott, Lpool, Stock Broker. Aug 9. Asst. Reg Aug 11.
Debney, Chas, Stratford-green, Essex, Smith, Aug 10. Comp. Reg Aug 11.
Drewe, Clifford John, Lpool, Attorney-at-Law. Aug 4. Asst. Reg Aug 11.
Dunevein, Edwd, Manch, Fruiterer. Aug 10. Comp. Reg Aug 11.
Dunn, Thos, Newcastle-upon Tyne, Ironmonger. July 18. Asst. Reg Aug 14.
Dutton, Geo Chas, & Fredk Wm Morgan, Cardiff, Glamorgan, Ship Chandlers. July 19. Asst. Reg Aug 14.
Elwell, Thos, Winsor-green, Smethwick, Stafford, out of business. Aug 9, Asst. Reg Aug 11.
Emsley, Sidney, & Edwd Johnson, Bradford, York, Worsted Spinners. Aug 1. Comp. Reg Aug 14.

Evans, Rhys Thos, Brecon, Tailor. July 14. Asst. Reg Aug 11.
Fenning, Christopher, Staines, Middx, Gent. Aug 13. Comp. Reg Aug 14.
Fossick, Geo, Stockton-on-Tees, Durham, Engine Builder. July 16. Asst. Reg Aug 11.
France, Richd Saml, Shrewsbury, Salop, Contractor. July 17. Inspectorship. Reg Aug 14.
Goodier, Jas, Chester, Miller. Aug 7. Asst. Reg Aug 13.
Graham, Peter, Exelby, nr Bedale, York, Boot Dealer. July 26. Asst. Reg Aug 11.
Greenway, Hy, Worcester, Butcher. July 17. Asst. Reg Aug 14.
Harris, Chas, Gilbert-st, Bloomsbury, Cattle Dealer. Aug 1. Comp. Reg Aug 14.
Hayward, Robt, Portsmouth, Baker. July 16. Asst. Reg Aug 13.
Hill, Saml, Lpool, Metal Broker. July 16. Comp. Reg Aug 10.
Hollingworth, John, Walcot-sq, Comm Agent. Aug 4. Comp. Reg Aug 11.
Hutchison, Alexander, Bristol, Draper. July 20. Inspectorship. Reg Aug 13
Johnson, Saml, Birm, Grocer. Aug 9. Comp. Reg Aug 13.
Jones, Robt, Flint, Grocer. July 18. Asst. Reg Aug 11.
Klingender, Melchor Geo, & Geo Wigg, Lpool, Merchants. July 19. Asst. Reg Aug 14.
Kurton, Adolph, Millman-mews, Guilford-st, Russell-sq, Fancy Soap Maker. Aug 4. Comp. Reg Aug 11.
La'Mert, Saml, Bedford sq, Physician. July 27. Asst. Reg Aug 13.
Latchmore, Wm, Leicester, Confectioner. July 16. Comp. Reg Aug 11.
Letherbrow, Joseph Peacock, Manch, Wine Merchant. July 24. Comp. Reg Aug 11.
Lewis, John Christian, Pembroke Dock, Pembroke, Bootmaker. July 20. Comp. Reg Aug 13.
Lucy, Hy Chas, Lpool, Comm Merchant. Aug 13. Inspectorship. Reg Aug 14.
Lunn, Edwd, Minting, Lincoln, Tailor. July 24. Asst. Reg Aug 13.
Lyon, Wm, Bunhill-row, St Luke's, Watchmaker. Aug 10. Comp. Reg Aug 14.
Marsden, Joseph, Bolton, Lancaster, Builder. July 30. Asst. Reg Aug 14.
Martyn, Edwd, Portland-rd-villas, Notting-hill, Dealer in Works of Art. Aug 2. Comp. Reg Aug 10.
Michell, Fredk Deeble, Penzance, Cornwall, Hatter. July 21. Asst. Reg Aug 13.
Mills, John, Sedgley, Stafford, Brickmaker. July 20. Comp. Reg Aug 11.
Miller, Hy, Lpool, Merchant. Aug 11. Comp. Reg Aug 14.
Micholas, Wm, Wilson-ter, Bromley, Chemist. July 26. Comp. Reg Aug 14.
Ponton, Bedford, Warminster, Wilts, Builder. July 19. Asst. Reg Aug 11.
Power, Pierce, Cork, Ireland, Provision Merchant. July 16. Comp. Reg Aug 13.
Ransford, Oliver, jun, Bristol, Wholesale Clothier. July 24. Comp. Reg Aug 14.
Repton, John, Longton, Stafford, Grocer. July 20. Asst. Reg Aug 10.
Risbridger, John, Betchworth, Surrey, Farmer. July 21. Asst. Reg Aug 13.
Rogers, Edwd Montague, Grantham, Lincoln, Ironmonger. July 19. Conv. Reg Aug 11.
Saunders, Joseph Lambert, Wisbeach, Cambridge, Lock Contractor. July 25. Comp. Reg Aug 11.
Shears, Wm, Bankside, Southwark, Coppersmith. July 16. Inspectorship. Reg Aug 13.
Somerville, Wm, Lpool, Traveller. Aug 10. Asst. Reg Aug 14.
Stewart, Jas, Leadenhall-st, Wine Merchant. July 30. Comp. Reg Aug 11.
Sutton, John, Macclesfield, Chester, Provision Dealer. Aug 8. Comp. Reg Aug 13.
Taylor, John Jasper, The Pavement, Clapham, Cabinet Maker. Aug 6. Comp. Reg Aug 13.
Taylor, John Welbourne, Grantham, Lincoln, Grocer. July 24. Asst. Reg Aug 14.
Tomkinson, Wm, Brierley-hill, Stafford, General Dealer. July 14. Comp. Reg Aug 11.
Viner, Edwd, Frome Selwood, Somerset, Boot Seller. July 26. Comp. Reg Aug 14.
Waterbury, Geo, Lpool, Ship Store Dealer. July 23. Comp. Reg Aug 14.
Williams, John Griffith, Blaenavon, Monmouth, Draper. July 24 Comp. Reg Aug 13.
Wilkinson, John, Horbury, nr Wakefield, York, Auctioneer. July 18. Asst. Reg Aug 13.
Wilson, John, Birm, General Brassfounder. Aug 6. Comp. Reg Aug 13.
Xenos, Aristides, Gresham-house, Old Broad-st, Shipping Agent. July 17. Comp. Reg Aug 11.

Bankrupts.

FRIDAY, Aug. 10, 1866.

To Surrender in London.

Armstrong, John Low, Mount-st, Grosvenor-sq, Fishmonger. Pet Aug 6. Aug 24 at 11. Lewis, Gt Marlborough-st.
Burr, Joshua, High-st, Homerton, Porter. Pet Aug 6. Aug 24 at 11. Munday, Basinghall-st.
Barry, Geo Cook, St John's-rd, Croydon, Organist. Pet Aug 6. Aug 23 at 1. Parry, Croydon.
Carr, John Chas, Deptford, Kent, Watchmaker. Pet Aug 6. Aug 24 at 12. Moss, Gracechurch-st.
Clarke, Thos, Plumstead, Kent, Time Keeper. Pet Aug 2. Aug 22 at 12. Buchanan, Basinghall-st.
Cohen, Joseph, Middlesex-st, Whitechapel, Rag Dealer. Pet Aug 6. Aug 22 at 1. Padmore, Westminster-bridge-rd.
Dalrymple, Alex, Sutherland-st, South Belgravia, Merchant. Pet Aug 3. Aug 24 at 12. Preston, Norfolk-st, Strand.
Davis, Wm, Southampton, Broker. Pet Aug 4. Aug 23 at 12. Paterson & Son, Bouverie-st.
Eaton, Fredk, Walcot-sq, Kennington-rd, General-shop Keeper. Pet Aug 7. Aug 24 at 1. Wells, Basinghall-st.
Galloway, Alfred Ward, Lincoln's-inn-fields, Law Clerk. Pet Aug 2. Aug 22 at 1. Watts, Regent-sq.
Greenslade, Wm Thos, High-st, Southwark, Hop Merchant. Pet Aug 3. Aug 23 at 12. Rae, Mincing-lane.
Harris, Chas Wm, Guildford-st, Russell-sq, Builder. Pet Aug 6. Aug 23 at 1. Edwards, Bush-lane, Cannon-st.
Hulls, Roston, Clifton-ter, Wandsworth-rd, Cab Driver. Pet Aug 6. Aug 24 at 11. Edwards, Bush-lane, Cannon-st.
Kear, Richd John, Dorset-pl, Holloway-rd, Bootmaker. Pet Aug 2. Aug 22 at 1. Hope, Ely-pl.
Larking, Chas, Cranley-ter, Brompton, Upholsterer. Pet Aug 3. Aug 23 at 12. Mason, Maddox-st, Regent-st.
Le Gassick, Wm Nettleton, North Wharf-rd, Paddington, Clerk. Pet Aug 8. Aug 27 at 12. Scott, Guildford-st, Russell-sq.
Mitchell, Geo Hy, Southampton, Merchant's Clerk. Pet Aug 8. Aug 27 at 11. Stocken & Jupp, Leadenhall-st.
Rogan, Pierce Anthony, Prisoner for Debt, London. Pet Aug 6. Aug 24 at 12. Paterson & Son, Bouverie-st.
Shreeve, Edmd Frary, High-rd, Tottenham, Builder. Pet Aug 6. Aug 24 at 11. Durant, Guildhall-chambers, Basinghall-st.
Smith, Isaac, Pentonville-rd, Cab Builder. Pet Aug 8. Aug 24 at 1. Mason, Symond's-inn, Chancery-lane.
Smith, Benj Jackson, Datchet, Buckingham, Tailor. Pet Aug 8. Aug 27 at 11. Munday, Basinghall-st.
Snow, Thos, Millbank-st, Westminster, Zinc Worker. Pet Aug 4. Aug 23 at 12. Smith, Denbigh-st, Pimlico.
Sztaray, Ladislas Count, Church-pl, Jermyn-st, no occupation. Pet Aug 2. Aug 22 at 12. Foster & Anderson, Cornhill.
Toull, Walter, Amhurst-ter, Shacklewell, Builder. Pet Aug 7. Aug 24 at 1. Lewis, Gt James-st, Bedford-row.
Walker, Wm, Charles-st, St John's-wood, Tailor. Pet Aug 3. Aug 23 at 11. Ablett, Newcastle-st, Strand.
White, Robt, Northampton, Attorney-at-Law. Pet Aug 8. Aug 27 at 11. Lewis & Co, Basinghall-st.

To Surrender in the Country.

Andrew, Eliz, Nansough, Ladock, Cornwall, Spinster. Pet Aug 6. Exeter, Aug 21 at 11.30. Daw & Son, Exeter.
Badger, Wm Hy, & Wm Hy Crocker, Lpool, Provision Dealers. Pet July 21. Lpool, Aug 28 at 11. Dodge, Lpool.
Bates, Edwd, Burton-upon-Trent, Stafford, Joiner. Pet Aug 8. Burton-upon-Trent, Aug 22 at 1. Wilson, Lichfield.
Bayley, Abraham, Manch, Baker. Pet Aug 8. Manch, Aug 21 at 9.30. Leigh, Manch.
Binns, Thos, Edwin Tickler, & John Binns, Kirton-in-Lindsey, Lincoln, Corn Millers. Pet July 30. Leeds, Aug 22 at 12. Plaskitt, Gainsborough.
Bradley, Chas Wallace, Southampton, Machinist. Pet Aug 8. Southampton, Aug 29 at 1. Mackey, Southampton.
Darlington, Geo, Wrexham, Wales, Oil Manufacturer. Pet Aug 7. Manch, Aug 28 at 11. Leigh, Manch.
Davis, Wm, Southampton, Builder. Pet Aug 7. Southampton, Aug 29 at 12. Mackey, Southampton.
Eustance, Joseph, Stretton, Chester, Grocer. Pet Aug 2. Warrington, Aug 30 at 1. Shepherd & Moore, Warrington.
Farrow, Fredk, Highbridge, Burnham, Somerset, Butcher. Pet Aug 3. Weston-super-Mare, Aug 21 at 11. Reed & Cook.
Ferguson, John, Prisoner for Debt, Walton. Pet Aug 7. Lpool, Aug 22 at 11. Harris, Lpool.
Firth, John, Prisoner for Debt, Lancaster. Adj July 18. Todmorden, Aug 15 at 12.
Frethey, Jas, Fowey, Cornwall, Cabinet Maker. Pet Aug 7. St Austell, Aug 24 at 12.30. Sobey, Fowey.
Fry, Geo, Linton, Devon, Coal Merchant. Pet Aug 7. Exeter, Aug 21 at 11. Bencraft, Barnstaple.
Garrett, Spencer Thos, & Geo Killick Garrett, Tunstall, Stafford, Tile Manufacturers. Pet Aug 8. Birm, Aug 24 at 12. Ward & Co, Newcastle-under-Lyme.
Gibson, Geo, Broughton-in-Furness, Lancaster, Surgeon. Pet Aug 7. Manch, Aug 21 at 11. Manclarke, Broughton-in-Furness.
Gill, Benj, Guiseley, York, Milk Dealer. Pet Aug 1. Otley, Aug 20 at 12. Harle, Leeds.
Hodgkinson, Joseph, Derby, Cabinet Maker. Pet Aug 6. Birm, Aug 21 at 11. Burrough, Derby.
Hodgson, Edwd, Greystoke, Cumberland, Tailor. Pet Aug 8. Keswick, Aug 23 at 11. James, Penrith.
Holland, Wm, Besses-o'-th'-Barn, Lancaster, Journeyman Cloth Finisher. Pet Aug 7. Bury, Aug 30 at 11. Law, Manch.
John, Wm, Swansea, Glamorgan, Licensed Victualler. Pet July 21. Swansea, Sept 11 at 2. Morris, Swansea.
Jordan, Steph, Reigate, Surrey, Bricklayer. Pet Aug 7. Reigate, Aug 21 at 2. White, Guildford.
Latham, Edwin, Lpool, Comm Merchant. Pet Aug 8. Lpool, Aug 23 at 11. Yates & Co, Lpool.
Lee, Wm, & John Lee, Yeadon, York, Cloth Manufacturers. Pet Aug 7. Leeds, Aug 23 at 11. Pullan, Leeds.
Maloy, Timothy, Middlesbrough, York, Grocer. Pet Aug 6. Stockton-on-Tees, Aug 23 at 11. Dobson, Middlesbrough.
Miller, Danl, Blackburn, Lancaster, Bookseller. Pet July 30. Manch, Aug 22 at 12. Sale & Co, Manch.
Morgan, Jas, Pembroyr, Carmarthen, out of business. Pet Aug 3. Newcastle Emlyn, Aug 23 at 2. Jordan, Aberayron.
Moody, Jas, West Stockwith, Nottingham, Ropemaker. Pet Aug 4. Gainsborough, Aug 21 at 10. Hayes, Gainsborough.
Newell, Jas, Nottingham, Bookkeeper. Pet Aug 6. Nottingham, Oct 10 at 11. Belk, Nottingham.
Nimmo, Ralph, Sunderland, Durham, out of business. Pet Aug 7. Newcastle-upon-Tyne, Sept 4 at 12. Robinson, Sunderland.
Norton, Geo, Rochester, Kent, Builder. Pet Aug 7. Rochester, Aug 24 at 2. Hayward, Rochester.
Oldroyd, John, Dewsbury Moor, York, Coal Agent. Pet Aug 3. Leeds, Aug 23 at 11. Scholes & Brearey, Dewsbury.
Parke, Wm, East Cowes, Isle of Wight, Coal Merchant. Pet Aug 6. Newport, Aug 23 at 11. Joyce, Newport.
Phillips, Edwin, Prisoner for Debt, Worcester. Pet Aug 8. Birm, Aug 24 at 12. Warmington, Dudley.

Pickard, Hy John, Keyworth, Nottingham, Harness Maker. Pet Aug 6. Nottingham, Oct 10 at 11. Smith, Nottingham.
Pollard, John Wm, Lpool, Slater. Pet Aug 8. Lpool, Aug 24 at 11. Collin & Priest, Lpool.
Pritchard, Hy, Studley, Warwick, Innkeeper. Pet Aug 7. Alcester, Aug 27 at 3. Simmons, Redditch.
Pumfrey, Wm, Curbridge, Witney, Oxford, Journeyman Baker. Pet Aug 4. Witney, Aug 23 at 1. Ravenor, Witney.
Revill, Wm Edwin, Doncaster, York, Joiner. Pet Aug 4. Doncaster, Aug 21 at 12. Woodhead, Doncaster.
Ridehalgh, John, Laneshaw-bridge, nr Colne, Lancaster, Cotton Manufacturer. Pet Aug 4. Colne, Aug 24 at 11. Backhouse & Whittam, Burnley.
Robinson, Jas, Prisoner for Debt, Bristol. Adj Aug 6 (for pau). Bristol, Aug 31 at 12.
Scholes, Squire, Sharples, nr Bolton, Lancaster, Painter. Pet Aug 8. Bolton, Aug 22 at 10. Glover & Ramwell, Bolton.
Smith, Geo, New Basford, Nottingham, Trimmer of Hosiery. Pet Aug 8. Nottingham, Oct 10 at 11. Heath, Nottingham.
Smith, Sidney, Kingston-upon-Hull, Grocer. Pet Aug 6. Leeds, Aug 22 at 12. Jacobs, Hull.
Standeven, John, Greetland, Halifax, York, Waste Dealer. Pet Aug 4. Halifax, Sept 14 at 10. Holroyde, Halifax.
Swadkin, Wm, Birm, Fishmonger. Pet Aug 9. Birm, Aug 23 at 12. Parry, Birm.
Taylor, Benj, Halifax, York, Stonemason. Pet Aug 6. Halifax, Sept 14 at 10. Jubb, Halifax.
Williams, Thos, Cheltenham, Gloucester, out of business. Pet Aug 1. Cheltenham, Aug 21 at 11. Chesshyre, Cheltenham.
Wilson, Martha, Swansea, Glamorgan, Licensed Victualler. Pet July 24. Swansea, Sept 11 at 2. Morris, Swansea.
Wolstoncroft, John, Bury, Lancaster, Clogger. Pet Aug 8. Bury, Aug 30 at 9. Anderton, Bury.
Wright, Saml, Sneinton, Nottingham, Keeper at Asylum. Pet Aug 8. Nottingham, Oct 10 at 11. Dawson, Nottingham.

TUESDAY, Aug 14, 1866.

To Surrender in London.

Adams, Chas John, Brompton, Kent, Provision Dealer. Pet Aug 10. Aug 27 at 1. Peverley, Coleman-st.
Alisch, Alex, Prisoner for Debt, Aylesbury. Pet Aug 3. Aug 27 at 12. Crossfield, America-sq, Minories.
Beaumont, John Augustus Shinkwin, North-ter, Alexander-sq, Brompton, Gent. Pet Aug 7. Aug 24 at 1. Heap, New-inn.
Beck, Wm, & Wm Elias Price, Leicester, Tailors. Pet Aug 2. Aug 29 at 11. Pike, Leicester.
Brakspear, Wm Gower, Inns of Court Hotel, Holborn, out of occupation. Pet Aug 9. Aug 27 at 12. Berkeley & Co, Lincoln's-inn-fields.
Brown, Benj Franklin, South-crescent, Tottenham-ct-rd, Commercial Clerk. Pet Aug 8. Aug 24 at 1. Woodbridge & Sons, Clifford's-inn.
Brown, John, Boon's-cottages, High-rd, Tottenham, Tailor. Pet Aug 6. Aug 24 at 12. Wells, Basinghall-st.
Curtis, John Plumer, Simpson's-ter, North Woolwich-rd, Tobacconist. Pet Aug 8. Aug 27 at 11. Morton & Co.
Ellingworth, Jas, Romford, Essex, Cowkeeper. Pet Aug 10. Aug 27 at 1. Eyre, Poultry.
Farrant, Harry, Cranford, nr Hounslow, Baker. Pet Aug 6. Aug 24 at 12. Hope, Ely-pl.
Fisher, Louis Adolphe, Manchester-st, Argyle-sq, Artificial Florist. Pet Aug 7. Aug 24 at 1. Poncione, Raymond-buildings, Gray's-inn.
Gadd, Richd Ross, Trinity-sq, Southwark, Commercial Traveller. Pet Aug 6. Aug 31 at 11. Linklaters & Co, Walbrook.
Holden, Hy, Devon-rd, Bromley, Engineer. Pet Aug 11. Aug 31 at 11. Helsham, Poultry.
Long, Wm Edmd High-st, Kingsland, Greengrocer. Pet Aug 8. Aug 27 at 11. Parker, Bedford-row.
Malcolm, Hy, Prisoner for Debt, London. Pet Aug 10 (for pau). Aug 27 at 1. Munday, Basinghall-st.
Mathews, Wm Augustin, Redcross-st, Barbican, Engineer. Pet Aug 11. Aug 31 at 11. Briant, Winchester-house, Old Broad-st.
McStay, Hy, Commercial-st, Spitalfields, Tarpaulin Manufacturer. Pet Aug 10. Aug 27 at 1. Steinberg, Watling-st.
Pippett, Jas, Godliman-st, Doctors'-commons, Licensed Victualler. Pet Aug 9. Aug 27 at 12. Roberts, Clement's-inn.
Sully, Thos, St Jude-st, Bethnal Green-rd, Cane Manufacturer. Pet Aug 7. Aug 24 at 12. Buchanan, Basinghall-st.
Tatam, Wm, Bridge-st, Westminster, Beerhouse Keeper. Pet Aug 11. Aug 27 at 1. Goatley, Bow-st, Covent-garden.
Tims, Edgar, Oxford, Tobacconist. Pet Aug 9. Aug 27 at 12. Munday, Basinghall-st.
Turner, Fredk, Queen's-rd, West Croydon, Licensed Victualler. Pet Aug 7. Aug 24 at 1. Sorrell, Gt Tower-st.
Westerton, Saml John, Newland-ter, Kensington, Bookseller. Pet Aug 9. Aug 27 at 1. Wellbourne, Duke-st, London-bridge.
Wright, Hy, Watford, Hertford, Modeller. Pet Aug 9. Aug 27 at 12. Boydell, Queen-sq, Bloomsbury.

To Surrender in the Country.

Allen, Hy Woodroffe, Brandon, Norfolk, out of employment. Pet Aug 9. Ely, Aug 30 at 11. Cross, Ely.
Bailes, Robt, Sunderland, Durham, Joiner. Pet Aug 10. Sunderland, Aug 31 at 12. Alcock, jun, Sunderland.
Bird, Jas, Tolland, nr Taunton, Blacksmith. Pet Aug 10. Taunton, Aug 28 at 11. Trenchard, Taunton.
Bowser, Edwin, Swansea, Glamorgan, out of business. Pet Aug 9. Bristol, Aug 24 at 11. Williams, Kidwelly.
Brown, David, & Wm Brown, Smethwick, Stafford, Managers. Pet Aug 11. Birm, Aug 27 at 12. James & Griffin, Birm.
Catterall, Lawrence, Nathan Catterall, & Smith Catterall, Gt Harwood, nr Accrington, Lancaster, Cotton Spinners. Pet Aug 9. Manch, Aug 24 at 11. Leigh, Manch.
Chapman, Wm, Middlesbrough, York, Cabinet Maker. Pet Aug 11. Stockton-on-Tees, Aug 29 at 11. Dobson, Middlesbrough.
Crosland, Hy, Paddock, nr Huddersfield, out of business. Pet Aug 10. Leeds, Aug 30 at 11. Brook & Co, Huddersfield.
Drescher, John Francis, Manch, Merchant. Pet Aug 7. Salford, Aug 25 at 9.30. Mann, Manch.
Glasson, Rev Hy, Wyke Regis, Dorset, Clerk. Pet Aug 9. Weymouth, Aug 27 at 11. Weston, Dorchester.
Grenfell, Richd, Patterdale, Westmoreland, Mining Agent. Pet Aug 8. Newcastle-upon-Tyne, Sept 4 at 1. Varty, Penrith.
Harding, Elisha, Link Top, Gt Malvern, Worcester, Fly Proprietor. Pet Aug 10. Upton-upon-Severn, Aug 27 at 12. Tree, Worcester.
Harwood, John, North Leverton, Nottingham, Auctioneer. Pet Aug 11. East Retford, Aug 28 at 10. Marshall, jun, East Retford.
Hawkings, Chas Sleeman, Devonport, Baker. Pet Aug 8. East Stonehouse, Aug 24 at 11. Robins, Plymouth.
Hughes, Thos, Llysfaen, Carnarvon, Tailor. Pet Aug 10. Lpool, Aug 31 at 12. Evans & Co, Lpool.
Hum, John, Prisoner for Debt, Springfield. Pet Aug 6. Colchester, Aug 25 at 11.30. Jones, Chelmsford.
Higton, John, Matlock Bath, Derby, Coal Merchant. Pet Aug 10. Wirksworth, Aug 25 at 12. Palmer, Matlock Bath.
Horton, Joseph, Sarah Horton, Wm Farmer, & Joseph Farmer, Birm, Cut Nail Manufacturers. Pet Aug 10. Birm, Aug 27 at 12. Fitter, Birm
Irwin Hy Gould, Manch, Merchant. Pet Aug 7. Salford, Aug 25 at 9.30. Mann, Manch.
Jones, Edwd, Rhyl, Flint, Butcher. Pet Aug 9. St Asaph, Aug 27 at 10. Williams, Rhyl.
Jordan, Robt, Truro, Cornwall, Tailor. Pet Aug 8. Truro, Aug 25 at 3. Paull, Truro.
Kerslake, John, Derby, Baker. Pet July 25. Derby, Aug 30 at 12. Briggs, Derby.
Kingston, Geo, Luton, Bedford, Bonnet Blocker. Pet Aug 7. Luton, Aug 21 at 10. Bailey, Luton.
Manley, Hy, Uffculm, Devon, Tailor. Pet Aug 9. Tiverton, Aug 23 at 11. Quick, Tiverton.
Marklew, Jas, Rochdale, Lancaster, Bootmaker. Pet Aug 8. Rochdale, Aug 29 at 11. Holland, Rochdale.
Matthews, Thos Martin, Plymouth, Devon, Wine Merchant. Pet Aug 3. Exeter, Aug 24 at 12.30. Cater, Plymouth.
Millard, Joseph, Glastonbury, Grocer. Pet Aug 10. Wells, Aug 28 at 12. Bullied.
Riddell, Geo, Sunderland, Durham, Publican. Pet Aug 10. Sunderland, Aug 31 at 12. Dixon, Sunderland.
Ross, Wm, Derby, Wood Carver. Pet July 25. Derby, Aug 30 at 12. Briggs, Derby.
Shepherd, John Ball, Plymouth, Devon, Printer. Pet Aug 13. Exeter, Aug 24 at 12.30. Hirtzel, Exeter.
Short, Eliz, Prisoner for Debt, Shrewsbury. Adj Aug 10. Birm, Aug 27 at 12.
Snell, John, St Blazey, Cornwall, Draper. Pet Aug 11. Exeter, Aug 25 at 11.30. Commins & Son, Bodmin.
Stowell, John, Ilminster, Somerset, Shoemaker. Pet Aug 9. Chard, Aug 27 at 10. Paull, Ilminster.
Timms, Joseph Wright, Leicester, Builder. Pet Aug 13. Birm, Aug 28 at 11. Cheatle, Ashby-de-la-Zouch.
Tomley, Saml, Kerry, Montgomery, Smith. Pet Aug 8. Newtown, Aug 28 at 11. Jones, Welshpool.
Wakelin, Geo, Rugeley, Stafford, Cordwainer. Pet Aug 10. Rugeley, Aug 28 at 10. Palmer, Rugeley.
Watson, Hy, Prisoner for Debt, Lancaster. Adj July 18. Rochdale, Aug 28 at 11. J. & H. Standring, Rochdale.
Williams, John Tye, Newport, Monmouth, Grocer. Pet Aug 11. Bristol, Aug 25 at 11. Llewellin, Newport.

BANKRUPTCY ANNULLED.

FRIDAY, Aug. 10, 1866.

Holt, Wm Jas, Grantham, Lincoln, Tea Dealer. Aug 7.

In Chancery: "Maclaren v. Stainton."—Lewisham, Kent.—Exceedingly desirable Freehold Property, about 22 acres in extent, with residence and cottage, having capabilities for building purposes of unusually attractive character.

MESSRS. EDWIN FOX & BOUSFIELD will SELL by AUCTION, at the NEW MART, Tokenhouse-yard, Bank of England, on WEDNESDAY, SEPTEMBER 5th, at TWELVE for ONE o'clock, in One Lot, pursuant to an order of the High Court of Chancery, and with the approbation of the Master of the Rolls, to whose Court the above cause is attached, a valuable FREEHOLD ESTATE, most advantageously situate at Lewisham, in the county of Kent, on the high road, and about one mile from the Junction Station, comprising an excellent detached family residence, standing in its own garden grounds, with stabling, outbuildings, &c., distinguished as Springfield, and about 20 acres of meadow land, suitable for building purposes, having a frontage of about 460 feet to the high road, and great facilities for opening up other thoroughfares, together with the brick built cottage thereon and garden. Possession may be had at Christmas next.

May be viewed by permission of the tenant, and particulars obtained of
Messrs. LEWIN & Co., Solicitors, 32, Southampton-street, Strand, London, W.C.;
Messrs. DAWSON, BRYAN, & DAWSON, Solicitors, 33, Bedford-square, W.C.;
at the New Auction Mart; and of Messrs. EDWIN FOX & BOUSFIELD, 24, Gresham-street, Bank, E.C., corner of Coleman-street.

In Chancery: "Hamilton v. Lethbridge," "Hamilton v. Hamilton," "Hamilton v. Walpole."—New Cross, Deptford, and Wapping.—Two Days' Sale of Valuable Freehold Ground Rents, amounting to about £1,815 per annum.

MESSRS. EDWIN FOX & BOUSFIELD are instructed to SELL by AUCTION, at the NEW MART, Tokenhouse-yard, Bank of England, on THURSDAY, and FRIDAY, AUGUST 30th and 31st, at TWELVE for ONE o'clock each day, in 203 lots, very valuable and important FREEHOLD PROPERTIES, comprising the New-cross and Hamilton estates, in the parish of St. Paul's, Deptford, consisting of houses on Counter-hill, Brockley-terrace, New-cross-road, and Hamilton-terrace, New-cross-road, Hamilton-street, Turnpike-hill, Walpole-street, Walpole-road, Hyde-street, Angus-street, Seymour-street, and High-street, leased for terms varying from 28 to 99 years unexpired, at ground-rents amounting to about £810 per annum. The Douglas-street Estate, consisting of about 278 houses, situate in Douglas-street, Adolphus-street, Octavius-street, Payne-street, Idonia-street, Warwick-street, and Douglas-place, all in the parish of St. Paul, Deptford, let on lease for terms of 99 years, at ground-rents amounting to about £630 per annum, secured by rack rentals approximating upon £5,560, per annum. The Wapping Estate comprises very valuable Wharfs and Waterside Premises, viz., the Gun Dock, High-street, Wapping, let on lease to Messrs. Winn, for a term of 99 years from June, 1859, at a ground-rent of £105 per annum; St. Helen's Wharf, 304, High-street, Wapping, let on lease to Messrs. Porter & Co., for a term of 61 years from Oct., 1812, at a ground-rent of £120 per annum; with the valuable Reversion in seven years; Hastie's Wharf, Nos. 305 and 306, High-street, Wapping, let to Messrs. Hastie for a term, of which about 11 years are unexpired, at a ground-rent of £130 per annum, with the valuable reversion on the expiration of such lease.

Plans and particulars are preparing; and in the meantime information may be obtained of
Messrs. SMITH & GUSCOTTE, Solicitors, 19, Essex-street, Strand; of
Messrs. M. & F. DAVIDSON, Solicitors, 19, Spring-gardens, Charing-cross; of
Messrs. MONCKTON & MONCKTON, Solicitors, 1, Raymond-buildings; of
Messrs. BELL, STEWARD, & LLOYD, Solicitors, No. 49, Lincoln's-inn-fields; of
Messrs. ILIFFE, RUSSELL, & ILIFFE, Solicitors, 2, Bedford-row;
and of Messrs. EDWIN FOX & BOUSFIELD, No. 24, Gresham-street, Bank, E.C., corner of Coleman-street.

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The Directors are prepared to ISSUE DEBENTURES on the following terms, viz., for 1 year at 5 per Cent., for 3 years at 5½ per Cent., and for 5 years and upwards at 6 per Cent. per annum.

Applications for particulars to be made at the Office of the Company, No. 7, East India-avenue, Leadenhall-street, London, E.C.

By Order, R. A. CAMERON, Secretary.

Periodical Sales of Absolute or Contingent Reversions to Funded or other Property, Annuities, Policies of Assurance, Life Interests, Railway, Dock, and other Shares, Bonds, Clerical Preferments, Rent Charges, and all other descriptions of present or prospective Property.

MR. FRANK LEWIS begs to give notice that his SALES for the present year will take place at the LONDON TAVERN, on the following days, viz.:—

Friday, September 14. | Friday, October 12. | Friday, November 16. | Friday, December 14.

Particulars of properties intended for sale are requested to be forwarded at least 14 days prior to either of the above dates, to the offices of the auctioneer, 36, Coleman-street, E.C., where information as to value, &c., and printed cards of terms may be had.

THE LANDS IMPROVEMENT COMPANY (incorporated by Special Act of Parliament in 1853).—To Landowners, the Clergy, Estate Agents, Surveyors, &c., in England and Wales, and in Scotland. The Company advances money, unlimited in amount, for the following works of agricultural improvement, the whole outlay and expense in all cases being liquidated by a rent-charge for 25 years:

1. Drainage, irrigation and warping, embanking, enclosing, clearing reclamation, planting for any beneficial purpose, engines or machinery for drainage or irrigation.

2. Farm roads, tramways, and railroads for agricultural or farming purposes.

3. Jetties or landing places on the east coast, or on the banks of navigable rivers or lakes.

4. The erection of farm houses, labourers' cottages, and other buildings required for farm purposes, and the improvement of and additions to farm houses and other buildings for farm purposes.

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No investigation of title is required, and the Company, being of a strictly financial character, do not interfere with the plans and execution of the works, which are controlled only by the Government Enclosure Commissioners.

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